United States Court of Appeals for the Second Circuit



JOINT APPENDIX

76-6161

United States Court of Appeals

For the Second Circuit.

SECURITIES and EXCHANGE COMMISSION,

Plaintiff-Appellee.

GALAXY FOODS, INC., ARTHUR LIEBERMAN a k a ARTY LEE. RALPH AVNI, CHARLES HOROWITZ, BRUCE KATZ, STEVEN ROTH, MARK GLAZER, IRWIN DONALD KIRSCHENBLATT ask a Donald Kirsch, GEORGE PADILLA, ARTHUR SHEVACK,

Defendants,

IRWIN DONALD KIRSCHENBLATT, a/k/a DONALD KIRSCH and ARTHUR SHEVACK,

Defendants-Appellants.

ON APPEAL FROM THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF NEW YORK.

> JOINT APPENDIX. EXHIBIT VOLUME. Pages 1832 to 2013.

GOIDEL, GOIDEL & HELFENSTEIN, P. C. Attorneys for Defendants-Appellants 127 John Street

New York, N. Y. 10038

WILLIAM D. MORAN

Regional Administrator, Securities and Exchange Commission, Attorney for Plaintiff-Appellee 26 Federal Plaza

New York, N. Y. 1000 STATES COURT OF

THE REPORTER COMPANY, INC., New York, N. Y. 10007-213 783-6978

(456)

PAGINATION AS IN ORIGINAL COPY

INDEX TO EXHIBITS.

PLAINTIFF'S EXHIBITS:

				Printed Page
1.	Certificate of Non-Registration .			1832
3.	Galaxy Business Manual (Vol. 1, No.	111) .	1833
7.	Newspaper advertisement	,		1856
8.	Application and Agreement (blank)		*	1858
	Memo from Kirsch			1861
	or Identification. "It's Your Move"			
	Galaxy Binder			1862
12.	Outline of Training Session			
	Galaxy newspaper advertisement,			
10.	August 1, 1972			1088
16.	Newspaper Advertisement, August 20			1889
17.	Galaxy Article, undated			1890
	Application of Kunst			
20.				
21.	Galaxy Brochure			
26.	Galaxy flyer			
27.				1005
28.			•	
	Invitation card			1915
	Application of Silverman			1916
	Manufacturers forms			1919
39.	Family Finance forms			1928
44.	Futuristic Contract			1938

DEFENDANTS' EXHIBITS:

								Printed Page
E.	Memo fr	rom Kirsch .						1945
G.	Letter	from Silverm	an, I)ecem	ber	29,	1972	1947
J.	Galaxy	Corp. Record	в.			,	*	1948
P.	Galaxy	Balance Shee	ts		*			2001
Q f	or Ident	tification.	Share	ehold	ers			
	Agreen	ment						2005

EXHIBITS.



UNITED STATES OF AMERICA SECURITIES AND EXCHANGE COMMISSION

ATTESTATION

I HEREBY ATTEST that:

A diligent search has this day been made of the books and records of this Corression, and the books and records do not disclose that any registration statement has ever been filed with this Commission under the name of Calaxy Foods, Inc., pursuant to the provisions of the Securities Act of 1933 and/or the Securities Act of 1933, as amended

MACANIM SECUNDARY RESERVED FOR SECURIOR SECURIOR

November 28, 1973
(Date)

Educated Commune

A. YOUR



It is hereby certified that CHANGES A MINCHE, Receips Officer of the Securities and Exchange Commission, assuration, D.C., which Commission and created by the Securities Exchange of the 324 of USCA and Technology, is official custodian of the books are well as a fine Commission, and if the and records created of estimated a fine people indicated and in the total formation of the provisions of the Securities of the security of the

By the Commission

BEST COPY AVAILABLE

Securitary

WELCOME TO THE GALAXY TEAM

WE WOULD LIKE TO TAKE THIS OPPORTUNITY TO WELCOME YOU

TO A MOST UNUSUAL "JOINT VENTURE". WE BELIEVE THAT, IN A DEMOCRATIC

SOCIETY, EVERY MAN OR WOMAN SHOULD HAVE THE RIGHT TO CHOOSE A

VEHICLE FOR SUCCESS, THROW THEMSELVES INTO THAT ENDEAVOR, WORK

TOWARDS A GOAL AND ULTIMATELY DETERMINE WHETHER THEY SUCCEED OR

FAIL. UNFORTUNATELY, MOST AMERICANS SEEM TO HAVE LOST THE PIONEERING SPIRIT. PERHAPS, IT HAS EVEN REACHED THE POINT WHERE MOST

PEOPLE RESENT THE MAN OR WOMAN WHO DOES PIONEER. WE HAVE FOUND,
HOWEVER, THAT THE SPIRIT OF OUR ANCESTORS WHO CROSSED THE PLAINS
OR WHO DISCOVERED THE MANY INVENTIONS THAT HAVE BENEFITED MANKIND

THROUGHOUT HISTORY, IS NOT QUITE AS DEAD AS SOME WOULD HAVE US

BELIEVE. THIS SPIRIT IS ESPECIALLY ALIVE IN YOU. FOR YOU HAVE,
BY ENTERING GALAXY, DEMONSTRATED A BELIEF IN WHAT, EVEN NOW, IS

STILL A DREAM. WE KNOW, WITH A CONCERTED EFFORT ON EVERYONE'S PART,
THAT THIS "DREAM" WILL BECOME A REALITY.

THE PROGRAM ON THE FOLLOWING PAGES HAS BEEN CAREFULLY
THOUGHT OUT AND RESEARCHED. IT IS A PROGRAM UNDER WHICH THE

AVERAGE DISTRIBUTOR MAY EARN LARGE SUMS OF MONEY; BUT, MORE

IMPORTANTLY, IT SHOULD BE THE BASIS OF ANY PRESENTATION OF GALAXY'S

MARKETING PLAN TO ANY INDIVIDUAL. THAT BEING THE CASE, MAY WE

SUGGEST AT THIS TIME THAT YOU MEMORIZE IT AND USE IT.

IN THE MEANTIME, MAY WE WISH YOU WELL AND MAY YOUR OWN DREAMS BE YOUR ONLY BOUNDARIES.

THE BOARD OF DIRECTORS

REV. 10/72

PLAINTIFF'S EXHIBIT 3 GALAXY OPPORTUNITY MEETING

GOOD EVENING, LADIES AND GENTLEMEN. TONIGHT WE WOULD

LIKE TO PRESENT AN IDEA TO YOU--AN IDEA WHICH COULD REVOLUTIONIZE

THE FOOD INDUSTRY AND COULD CONCEIVABLY MAKE YOU FINANCIALLY

SUCCESSFUL BEYOND YOUR GRANDEST DREAMS. KEEP IN MIND THAT WHAT

YOU ARE ABOUT TO SEE TONIGHT IS A PROVEN VEHICLE FOR SUCCESS AND

THE MARKETING PLAN WE WILL BE DISCUSSING HAS BEEN USED SUCCESSFULLY

TO MAKE MEN AND WOMEN THOUSANDS AND EVEN MILLIONS OF DOLLARS.

LET'S BEGIN THIS DISCUSSION BY EXAMINING THE PRESENT INDUSTRIAL

SITUATION IN THE WORLD. IT IS A FACT THAT DURING OUR CURRENT

INFLATIONARY PERIOD, AND EVEN DURING TIMES OF RECESSION, THE FOOD

INDUSTRY CONTINUES TO FLOURISH. I'M SURE YOU'VE HEARD THE STORY

OF THE MAN WHO, AFTER LOSING HIS FORTUNE IN THE CRASH OF 1929,

WAS REDUCED TO SELLING APPLES FOR A LIVING. OBVIOUSLY, THIS MAN

WAS AWARE OF THE FACT THAT "EVERYONE'S GOT TO EAT". INDEED,

FOOD IS THE NUMBER ONE INDUSTRY IN THE WORLD.

GALAXY FOODS, INCORPORATED HAS DEVISED A REMARKABLE

NEW WAY OF REACHING AND SERVICING THE CONSUMER. YOU CAN BE PART OF

THIS REVOLUTIONARY NEW SERVICE WHICH WE BELIEVE MAY SWEEP THE NATION.

OUR CONCEPT IS BASICALLY A PHONE ORDER, HOME DELIVERY SERVICE FOR

ALL SUPERMARKET ITEMS, ALLOWING THE CONSUMER TO LOOK IN A CATALOG,

SELECT ALL THE NAME-BRAND ITEMS SHE WOULD ORDINARILY PURCHASE IN

THE SUPERMARKET, (WHETHER THEY BE FOOD, NON-FOOD, FROZEN FOOD,

MEAT, PRODUCE, DAIRY, ETC.), PHONE IN AND HAVE THE ORDER DELIVERED WITH
OUT HAVING TO PAY A DELIVERY CHARGE, BUY A FREEZER OR SIGN A

CONTRACT; AND THE PRICES FOR ALL THIS MERCHANDISE LISTED IN THE

CATALOG ARE HIGHLY COMPETITIVE WITH THOSE IN SUPERMARKETS. TO

BEST ILLUSTRATE BOTH THE SERVICE AND HOW YOU COULD BE INVOLVED, I

WOULD	LIKE	TO	INTRODUCE	
-------	------	----	-----------	--

GOOD EVENING, LADIES AND GENTLEMEN. IT IS MY RESPONSIBILITY TODAY TO SHOW YOU WHAT THE FOOD-FONE SERVICE BASICALLY IS,
AND TO EXPLAIN HOW YOU CAN EARN LARGE SUMS OF MONEY MERELY BY

**
RECRUITING SALESMEN AND HAVING THEM INTRODUCE OUR SERVICE TO
CONSUMERS. YOUR POSITION WOULD BE ONE OF MANAGEMENT, FOR THE
SMART BUSINESSMAN MUST REALIZE THAT ONLY AS AN EMPLOYER CAN HE
EVER REACH REAL FINANCIAL SUCCESS.

LET US SAY THAT YOU ARE IN A MANAGEMENT POSITION WITH GALAXY FOODS. YOUR JOB IS TO RECRUIT SALESMEN TO INTRODUCE FOOD-FONE TO THE CONSUMERS. TO SIMPLIFY MATTERS, LET'S ILLUSTRATE, FIRST, HOW OUR SERVICE WILL EARN MONEY FOR YOUR SALESMEN. THE AVERAGE FULL-TIME SALESMAN SHOULD BE ABLE TO SEE FROM 30 TO 50 ACCOUNTS PER DAY. WE ARE, OF COURSE, TALKING ABOUT FULL-TIME SALESMEN THAT YOU COULD RECRUIT THROUGH ADS IN NEWSPAPERS OR BY SIMILAR METHODS. FOR THIS ILLUSTRATION, LET'S ASSUME THAT ONLY 20 NEW ACCOUNTS CAN BE OPENED PER DAY OR 100 FOR THE WEEK. THE AVERAGE FAMILY OF FOUR SPENDS APPROXIMATELY \$48 PER WEEK ON SUPER-MARKET PURCHASES, SO LET'S BE CONSERVATIVE AND USE THE BELOW AVERAGE PURCHASE OF \$25 PER NEW ACCOUNT. THIS WOULD GIVE YOUR SALESMAN A VOLUME OF \$2,500 DURING HIS FIRST WEEK WITH GALAXY. NOW. AS HE IS WORKING AT 5% COMMISSION ON ALL NEW ACCOUNTS, HE HAS EARNED \$125 HIS FIRST WEEK IN OUR PROGRAM. THIS IS MORE MONEY THAN MOST NEW SALESMEN EARN DURING THE FIRST WEEK WITH A NEW COMPANY. SO, LET'S SAY HE REPEATS THIS PERFORMANCE DURING HIS SECOND WEEK BY ACQUIRING 20 CUSTOMERS PER DAY OR 100 FOR THE WEEK. AGAIN, USING THE EXAMPLE OF \$25 IN SUPERMARKET PURCHASES FOR EACH CUSTOMER, HE WILL HAVE ACQUIRED AN ADDITIONAL \$2,500 IN ORDER VOLUME.

YOUR SALESMEN WILL BE TRAINED, AS PART OF HIS INITIAL PERSONAL

CONTACT WITH HIS CUSTOMERS, TO DEMONSTRATE THE USE OF OUR CATALOG

AND THE COMPLETE PRICE LISTING OF FOODS AND OTHER SUPERMARKET

ITEMS AVAILABLE THROUGH THE FOOD-FONE SERVICE. THESE ITEMS WILL

INITIALLY CONSIST SOLELY OF BRAND NAME FOODS, (SUCH AS HEINZ,

BIRDSEYE, LIPTON, COCA-COLA, CAMPBELL'S, KELLOGG'S, DEL MONTE AND MANY

HUNDREDS MORE). AT A LATER DATE, IT ALSO WILL INCLUDE GALAXY'S

OWN PRIVATE LABEL ITEMS PACKAGED ESPECIALLY FOR US. THE PRICES

ARE COMPETITIVE WITH NORMAL SUPERMARKET PRICES AND ALMOST EVERY

ITEM AVAILABLE IN MAJOR SUPERMARKETS WILL BE AVAILABLE THROUGH FOOD
FONE. THE CUSTOMERS WILL ALSO BE GIVEN A LOCAL TELEPHONE NUMBER TO

CALL FOR REORDERS.

THE CUSTOMER'S ORDER WILL BE DELIVERED BY OUR OWN

TRUCKS, FROM OUR OWN WAREHOUSE, AT NO CHARGE TO THE CONSUMER, MAKING

CONTINUAL RESERVICING BY THE SALESMAN UNNECESSARY. THE SALESMAN

WILL, HOWEVER, RECEIVE 1% COMMISSION ON THE RESERVICED ORDER, EVEN

THOUGH HE IS NOT RESPONSIBLE FOR RECONTACTING THE CUSTOMER. NOW,

ASSUMING THAT THE CUSTOMERS FROM THE WEEK BEFORE ONLY ORDER THE

BELOW AVERAGE AMOUNT OF \$25 EACH, YOUR SALESMEN WOULD HAVE A VOLUME

OF \$2,500 ON WHICH HE IS EARNING HIS 1% REORDER COMMISSION, OR \$25.

COMBINING THIS WITH HIS 5% NEW ORDER COMMISSION FOR THE WEEK, YOUR

SALESMAN WOULD HAVE EARNED \$150 HIS SECOND WEEK WITH FOOD-FONE.

CONTINUING, IN HIS THIRD WEEK, LET'S ONCE AGAIN ASSUME THAT YOUR

SALESMAN ACQUIRES ONLY 20 CUSTOMERS PER DAY OR 100 FOR THE WEEK.

STILL USING THE BELOW AVERAGE FURCHASE OF \$25 PER CUSTOMER, HE HAS

ACQUIRED AN ADDITIONAL \$2,500 IN VOLUME ON WHICH HE IS EARNING 5%, OR

\$125. AGAIN, HIS CUSTOMERS FROM THE PREVIOUS WEEKS CAN BE AVAILING THEMSELVES OF THE LOCAL FOOD-FONE TELEPHONE NUMBER TO REORDER, BRINGING HIS POTENTIAL REORDER VOLUME TO \$5,000, ON WHICH HE EARNS 1% OR \$50. SO, AFTER HIS THIRD WEEK WITH GALAXY, HE COULD BE EARNING A TOTAL OF \$175 PER WEEK. CONTINUING INTO HIS FOURTH WEEK, AGAIN, LET'S ASSUME HE WILL ACQUIRE 20 CUSTOMERS PER DAY OR 100 FOR THE WEEK. STILL USING THE BELOW AVERAGE PURCHASE OF \$25 PER CUSTOMER, HE WILL HAVE A NEW ORDER VOLUME OF \$2,500 ON WHICH HE IS EARNING THE FULL 5% COMMISSION OR \$125. ADDING THIS TO THE VOLUME OF \$7,500 HIS OLD ACCOUNTS MAY BE CALLING IN, (ON WHICH HE IS EARNING 1% OR \$75), HE CAN HAVE TOTAL EARNINGS OF \$200 PER WEEK AFTER ONLY A MONTH WITH GALAXY.

LADIES AND GENTLEMEN, AFTER TWO MONTHS OF THIS VOLUME,

YOUR SALESMAN COULD BE EARNING \$200 A WEEK, NOT COUNTING COMMISSIONS

ON ANY NEW ACCOUNTS THAT HE OPENS OR COMMISSION ON REFERRALS.

NOW, SO FAR, WE HAVE SHOWN YOU WHAT A SALESMAN COULD EARN BY MERELY INTRODUCING THE FOOD-FONE SERVICE TO CONSUMERS. THIS IS STILL NOT THE REASON THAT YOU ARE HERE TONIGHT. TO EXPLAIN HOW YOU CAN BE A PART OF THIS GREAT VENTURE I'D LIKE TO INTRODUCE

THANK YOU AND GOOD EVENING. MY NAME IS

IF YOU ARE BEGINNING TO FEEL EXCITED, I KNOW HOW YOU FEEL. ONLY

A SHORT TIME AGO, I WAS IN THE SAME POSITION AS YOU ARE IN TONIGHT,

HEARING ABOUT AN OPPORTUNITY THAT IS ALMOST UNBELIEVEABLE IN ITS SCOPE.

AT THAT TIME, I WAS MADE TO UNDERSTAND THAT THE RETAIL OPPORTUNITY

THAT YOU HAVE ONLY PARTIALLY SEEN UP TO NOW, CANNOT EXIST WITHOUT

A NETWORK OF DISTRIBUTORS WHO HIRE SALESMEN TO BE TRAINED TO ACQUIRE

ACCOUNTS AND EFFECTIVELY ESTABLISHING A HUGE COMPANY INVENTORY

TO MEET THE NEEDS OF CONSUMERS. WITHOUT THESE DISTRIBUTORS,

THIS PROGRAM WOULD HAVE REMAINED AN IDEA, RATHER THAN A VEHICLE

FOR SUCCESS.

AT THE PRESENT TIME, WE HAVE APPROXIMATELY DISTRIBUTORS AND FIELD MANAGERS WITH GALAXY FOODS. OUR QUOTA FOR NEW YORK STATE IS A TOTAL OF 1079 FIELD MANAGERS AND DISTRIBUTORS. YOU CAN BEGIN WITH GALAXY IN THE POSITION OF EITHER A DISTRIBUTOR OR FIELD MANAGER. AS A FIELD MANAGER, YOU CAN EARN COMMISSION (OR OVERRIDES AS THEY ARE CALLED), ON THE EFFORTS OF YOUR SALESMEN. TO ILLUSTRATE THIS, LET'S ASSUME YOU START AS A FIELD MANAGER WITH GALAXY. NOW, THIS IS YOU -- LET US ASSUME THAT THROUGH THE VARIOUS METHODS OF RECRUITING AT YOUR DISPOSAL, YOU CAN ONLY RECRUIT 2 SALESMEN IN YOUR FIRST MONTH. WE HAVE JUST SHOWN YOU HOW SALESMEN CAN PRODUCE RETAIL SALES VOLUMES OF FROM \$2,500 TO \$10,000 PER MONTH; BUT, FOR THE SAKE OF THIS EXAMPLE, LET'S ASSUME THAT THE SALESMEN THAT YOU HAVE RECRUITED YOUR FIRST MONTH REACH A VOLUME OF \$5,000 A WEEK, EACH, AT THE END OF THEIR FIRST MONTH. AS A FIELD MANAGER. YOU ARE WORKING AT 10% COMMISSION ON INITIAL ORDERS AND YOUR SALES-MEN ARE AT 5%, LEAVING YOU 5% OVERRIDE ON INITIAL ORDERS; THIS MEANS YOU HAVE EARNED \$500 DURING THAT MONTH. IN ADDITION, YOU WORK AT 3% COMMISSION ON RESERVICED ORDERS, LEAVING YOU A 2% OVERRIDE ON RESERVICED ORDERS; YOUR SALESMEN GET 1%. YOUR SALESMEN HAVE AN (ASSUMED) VOLUME OF \$5,000 EACH OR A TOTAL OF \$10,000 AFTER ONE MONTH, SO AFTER YOUR FIRST MONTH WITH GALAXY, YOU COULD BE EARNING 2% OF \$10,000 PER WEEK, OR \$200 PER WEEK IF YOU NEVER HIRED ANOTHER

SALESMAN AND IF THE TWO YOU HAD HIRED IN YOUR FIRST MONTH NEVER

ACQUIRED ANOTHER CUSTOMER, YOU COULD STILL EARN OVER \$10,000 PER

YEAR FROM THE EFFORTS OF ONLY YOUR TWO SALESMEN, AFTER ONE MONTH'S

SALES.

YOUR EARNINGS, LET'S LOOK AT YOUR SECOND MONTH WITH GALAXY. ONCE
AGAIN, LET'S ASSUME THAT YOU CAN ONLY RECRUIT TWO NEW SALESMEN
TO ACQUIRE ACCOUNTS FOR YOU. LET US ALSO ASSUME THAT THESE NEW
SALESMEN REACH A VOLUME OF ONLY \$5,000 PER WEEK, EACH, IN ORDER
VOLUME AFTER THEIR FIRST MONTH, AND THAT THE SALESMEN YOU HIRED
YOUR PREVIOUS MONTH DO NOT ACQUIRE ANY NEW ACCOUNTS DURING THEIR
SECOND MONTH. AT THIS POINT YOU STILL WOULD ONLY HAVE A NEW ORDER
VOLUME OF \$5,000 A WEEK OR A TOTAL NEW ORDER VOLUME OF \$10,000;
AT YOUR 5% OVERRIDE, YOU WOULD STILL HAVE EARNED \$500 IN NEW ORDER
COMMISSIONS THAT MONTH. BUT YOUR REORDER VOLUME COULD NOW BE
\$20,000, AND AT 2% OVERRIDE ON REORDER VOLUME, YOU COULD BE
EARNING AT THE RATE OF \$400 PER WEEK, STARTING AFTER YOUR SECOND

LET'S CARRY THIS EXAMPLE INTO YOUR THIRD MONTH WITH

GALAXY. ONCE AGAIN, ALL YOU RECRUIT IS TWO SALESMEN WHO ARE

PRODUCING \$5,000 PER WEEK, EACH, IN VOLUME, AND FOR THIS EXAMPLE

NONE OF YOUR PREVIOUS SALESMEN ARE PRODUCING ANY NEW VOLUME. THIS

WOULD GIVE YOU THE SAME INITIAL ORDER VOLUME OF \$10,000 PER WEEK

AT THE END OF YOUR THIRD MONTH. AT THIS POINT, YOU MIGHT WANT TO

CONSIDER ELEVATING TO THE POSITION OF A DISTRIBUTOR, FOR MANY

REASONS: ONE REASON IS 15% COMMISSION ON NEW ORDER VOLUME, WHICH

MEANS YOU COULD RECEIVE A 10% OVERRIDE ON NEW ORDERS AND A 5%

COMMISSION ON REORDERS, WHICH MEANS YOU COULD BE EARNING 4% OVERRIDE

ON RESERVICED ORDERS. YOUR INITIAL ORDER VOLUME IS STILL ASSUMED TO BE AT A TOTAL OF \$10,000, ON WHICH YOU COULD BE EARNING 10% OVERRIDE, OR \$1,000 A MONTH. BUT YOUR REORDER VOLUME COULD BE \$30,000 A WEEK AT THE END OF YOUR THIRD MONTH ON WHICH YOU WOULD BE EARNING 4% OVERRIDE. SO, AT THE END OF YOUR THIRD MONTH, YOU COULD BE EARNING \$1,200 PER WEEK ON REORDER COMMISSIONS ALONE, EVEN IF YOU NEVER HIRED ANOTHER SALESMAN AND EVEN IF THE SIX SALESMEN YOU HAVE HIRED IN THREE MONTHS HAVE STOPPED ACQUIRING NEW ORDERS. ON THIS BASE, AND CARRYING THIS VOLUME OVER THE NEXT 12 MONTHS, MEANS YOU COULD EARN OVER \$60,000 PER YEAR.

IN MY OPENING STATEMENTS I SAID THAT A NETWORK OF.

DISTRIBUTORS WAS NECESSARY BEFORE ACCOUNTS COULD BE PROPERLY

SERVICED AND THAT THE INVENTORIES NECESSARY TO SERVICE CUSTOMERS HAD

TO BE ESTABLISHED. IN ORDER TO AID GALAXY IN ACCOMPLISHING THESE

GOALS, WE HAVE DEVISED AN ADDITIONAL PROGRAM WHICH IS OFFERED ON A

TEMPORARY BASIS TO FIELD MANAGERS AND DISTRIBUTORS AND WHICH MAY

PROVIDE A TEMPORARY INCOME.

LET'S FIRST REVIEW BRIEFLY THE ENTIRE MARKETING STRUCTURE OF GALAXY: THE FIRST POSITION IS THAT OF A SALESMAN. HE WORKS AT AN INITIAL ORDER COMMISSION OF 5% AND 1% COMMISSION ON REORDERS, AND HIS FUNCTION IS TO INTRODUCE FOOD-FONE SERVICE TO THE CONSUMER.

THE NEXT POSITION IS THAT OF A FIELD MANAGER. HE WORKS

AT 10% COMMISSION ON INITIAL ORDERS AND 3% REORDER COMMISSION. FOR

HIS \$3,000 INVESTMENT, HE WILL BE ELIGIBLE TO RECEIVE 5% OVERRIDE

ON THE INITIAL ORDER VOLUME OF HIS SALESMEN, 2% OVERRIDE ON THE

REORDER VOLUME OF THESE SALESMEN, HIS FULL COMMISSION OF 10% ON

INITIAL ORDERS AND 3% ON REORDERS ON HIS PERSONAL VOLUME; PLUS, HE

IS RECEIVING TRAINING FOR HIMSELF IN THE BUSINESS ASPECTS OF
GALAXY FOOD'S OPERATIONS, TRAINING FOR ALL HIS SALESMEN, AND
MEMBERSHIP IN GALAXY-CHARGE, WHICH, IS USED EFFECTIVELY, CAN INSURE
HIM STEADY, REPEAT BUSINESS. GALAXY-CHARGE WILL, WHEN OPERATIONAL,
ENABLE HIS QUALIFIED CUSTOMERS TO ORDER THEIR SUPERMARKET ITEMS AND
CHARGE THEM ON A MONTLY BASIS. HE WILL ALSO, AS PART OF HIS INITIAL
INVESTMENT, BE ALLOWED UNLIMITED USE OF FOOD-FONE'S FREE DELIVERY
SERVICE FOR ALL HIS CUSTOMERS. HIS CUSTOMERS WILL ALSO BE ALLOWED
TO REDEEM PREMIUM COUPONS AND UNITED STATES GOVERNMENT FOOD STAMPS.
FURTHERMORE, HE WILL BENEFIT FROM GALAXY'S CONTINUING ADVERTISING
CAMPAIGN, WHICH WILL GENERATE CONSUMER LEADS FOR HIM.

THE HIGHEST POSITION IN GALAXY IS THAT OF A DISTRIBUTOR.

HIS INVESTMENT IS \$7,000, FOR WHICH HE RECEIVES A 15% COMMISSION

ON INITIAL ORDERS AND 5% REORDER COMMISSION, WHICH MEANS THAT AS A

DISTRIBUTOR HE RECEIVES 5% OVERRIDE ON THE INITIAL ORDER VOLUME

OF ALL THE FIELD MANAGERS IN HIS ORGANIZATION, AS WELL AS 2%

OVERRIDE ON ALL REORDER VOLUME.

NOW THAT YOU HAVE A BASIC UNDERSTANDING OF THE MARKETING PLAN, LET'S PUT YOU IN THE POSITION OF DISTRIBUTOR, SO THAT YOU MAY SEE AND UNDERSTAND THE TEMPORARY OPPORTUNITY FOR INCOME I JUST MENTIONED. YOU MAY, IF YOU WISH, EARN COMMISSIONS BY INTRODUCING POTENTIAL FIELD MANAGERS AND DISTRIBUTORS TO OUR PROGRAM. FOR EACH FIELD MANAGER YOU INTRODUCE YOU WILL EARN A FINDER'S FEE OF \$1,050. NOW, IF THIS FIELD MANAGER DECIDES TO ELEVATE TO THE POSITION OF DISTRIBUTOR BY INVESTING AN ADDITIONAL \$4,000, YOU, AS THE SPONSORING DISTRIBUTOR, WOULD RECEIVE AN ADDITIONAL COMMISSION OF \$1,400, FOR A TOTAL OF \$2,450. WHEN THIS ELEVATION OCCURS, THE NEW DISTRIBUTOR TAKES ALL OF HIS ACCOUNTS AND SALESMEN WITH HIM. YOU

THEN CEASE TO EARN INCOME FROM HIS ORGANIZATION. IF YOU, AS A
DISTRIBUTOR, INTRODUCE ANOTHER DISTRIBUTOR, YOU EARN THE FULL
\$2,450 FINDER'S FEE AT THAT TIME. HOWEVER, YOU WILL NOT PECEIVE
OVERRIDES ON THE NEW DISTRIBUTOR OR HIS ORGANIZATION. IF ONE
OF YOUR FIELD MANAGERS INTRODUCES ANOTHER NEW FIELD MANAGER, HE
WILL EARN A \$700 FINDER'S FEE, AND YOU, AS THE SPONSORING
DISTRIBUTOR, WOULD RECEIVE A \$350 OVERRIDE, PLUS THE NEW FIELD
MANAGER WOULD NOW BE IN YOUR ORGANIZATION AND YOU WOULD BE ENTITLED
TO THE NORMAL RETAIL OVERRIDES ON THIS NEW FIELD MANAGER'S
ORGANIZATION. SHOULD ONE OF YOUR FIELD MANAGERS INTRODUCE A NEW
DISTRIBUTOR, YOUR FIELD MANAGER WOULD RECEIVE A \$700 FINDER'S
FEE AND YOU, AS THE SPONSORING DISTRIBUTOR, WILL RECEIVE THE
BALANCE OF THE FINDER'S FEE OF \$1,750.

UNDERSTAND OUR MARKETING PROGRAM AND THE FANTASTIC SERVICE THAT

WE CAN OFFER TO THE CONSUMER, YOU WILL WANT TO JOIN US ON THE ROAD

TO SUCCESS.

AT THIS TIME, WE WISH TO EMPHASIZE THAT GALAXY FOODS, INC.

IS NOT OFFERING FOR SALE ANY STOCK OR SECURITIES FOR THE INVESTMENTS

DISCUSSED EARLIER. IN RETURN FOR THE INVESTMENT, AN INDIVIDUAL

IS RECEIVING A FRANCHISE WHICH WILL ENABLE HIM TO PARTICIPATE IN

GALAXY'S FOOD-FONE AND ALLIED PROGRAMS, AND ACQUIRE CUSTOMERS FOR

GALAXY'S FOOD OPERATIONS. INVESTMENTS ARE AVAILABLE ONLY TO

RESIDENTS OF NEW YORK STATE.

INTRODUCE GUEST SPEAKER

GALAXY FOODS INC. #1 1929 EVERYONE'S GOT TO EAT

2ND SPEAKER

20 X 5 = 100 X \$25 = \$2500 - 5% = \$125
20 X 5 = 100 X \$25 =
$$\frac{2500}{5000}$$
 - 5% = \$125 + \$25 @ 1% = \$150
20 X 5 = 100 X \$25 = $\frac{2500}{7500}$ - 5% = \$125 + \$50 @ 1% = 175
20 X 5 = 100 X \$25 = 2500 - 5% = \$125 + \$75 @ 1% = 200
2 MONTHS - \$200 A WEEK @ 1%

3RD SPEAKER

\$5000 X 2 = \$10,000 - 5% = \$500 MO. + \$200 WEEK @ 2% \$5000 X 2 =
$$\frac{10,000}{20,000}$$
 - 5% = 500 MO. + \$400 WEEK @ 2% \$5000 X 2 = $\frac{10,000}{30,000}$ -10% =1,000 MO. +\$1,200 WEEK @ 4%

			INIT	RE-ORD		
\$2450	\$1750	D	15%	5%	\$7000	10%
\$1400 \$1050	\$1400 \$350	FM	10%	3%	\$3000	5% INIT. 2% RE-ORD.
V1050	\$700	S	5 %	1%		BUS TRNG. SALES TRNG. GAL CHG.
						ADV. PROGRAM FREE DELIVERY

1845

PLAINTIFF'S EXHIBIT 3



PART

PROCEDURES - RULES & REGULATIONS

GALAXY FOODS, INC.

DISTRIBUTORS BUSINESS MANUAL

INTRODUCTION

THE PURPOSE OF THIS MANUAL IS TO PROVIDE DISTRIBUTORS WITH A FOUNDATION TO DO A COMPETENT JOB FOR THEMSELVES AND THEIR ORGANIZATION.

THIS MANUAL OUTLINES THE GALAXY MARKETING CONCEPT AND PROVIDES ILLUSTRATIONS OF HOW THIS REMARKABLE IDEA FUNCTIONS.

HEREIN LIES AN EXPLANATION OF A PLAN THAT COULD BRING MUCH SUCCESS TO THOSE WHO USE IT PROPERLY.

YOUR FINANCIAL SUCCESS IN GALAXY DEPENDS UPON YOUR ATTITUDE, WILLINGNESS TO WORK AND YOUR KNOWLEDGE OF OUR PROGRAM. THIS MANUAL CONTAINS MUCH OF THE KNOWLEDGE YOU SHOULD NEED.

LEARN THIS INFORMATION FULLY! DO NOT MISLEAD OR MIS-INFORM ANYONE ABOUT THIS CONCEPT. BEAR IN MIND THAT ON Y THROUGH HONESTY, SINCERITY, WORK AND KNOWLEDGE WILL YOU OBTAIN YOUR SUCCESS.

CHAPTER I THE TWO DISTRIBUTOR LEVELS

AN INDIVIDUAL MUST BE SPONSORED BY AN EXISTING DISTRIBU-TOR IN ORDER TO BECOME A DISTRIBUTOR HIMSELF.

HE MUST COMPLETE AN APPLICATION AND AGREEMENT FORM, WHICH HIS SPONSOR MUST FORWARD TO THE COMPANY.

A DISTRIBUTOR MAY OPERATE ON ONE OF TWO LEVELS: FIELD MANAGER OR DISTRIBUTOR. THE POSITION AT WHICH ONE ENTERS GALAXY DEPENDS UPON ONE'S CAPITAL INVESTMENT AND AMBITION.

THE DISTRIBUTOR CAN SELECT HIS OWN POSITION AND MAY EARN FINDER'S FEES THROUGH INTRODUCING NEW FIELD MANAGERS AND/OR DISTRIBUTORS TO GALAKY. AT SUCH TIME AS RETAIL OPERATIONS BEGIN IN ANY AREA, THE DISTRIBUTOR MAY THEN EARN COMMISSION ON RETAIL VOLUME, BASED ON HIS PERSONAL EFFORTS AND EFFECTIVENESS IN THAT AREA. WHAT DEGREE OF SUCCESS HE ATTAINS IS DIRECTLY PROPORTIONATE TO HIS WILLINGNESS TO LEARN AND TO WORK AND HIS DESIRES AND INTERESTS.

1847 PLAINTIFF'S EXHIBIT 3 THE FIELD MANAGER PROCEDURE FOR BECOMING A FIELD MANAGER: (1) AN INDIVIDUAL MAY BECOME A FIELD MANAGER IN ONLY ONE WAY: HE INVESTS \$3,000 (UPON COMPLETION OF AN APPLICATION AND AGREE-MENT FORM), AND UPON NOTIFICATION OF ACCEPTANCE BY THE COMPANY, HE MAY BEGIN AS A FIELD MANAGER. (2) HE MUST BE INTRODUCED TO GALAXY IN THIS MANNER BY A DISTRI-BUTOR OR ANOTHER FIELD MANAGER; HOWEVER, HE IS REGISTERED IN THE ORGANIZATION OF THE FIRST DISTRIBUTOR ABOVE HIM ON THE ORGANIZA-TIONAL CHART. THE DISTRIBUTOR OR FIELD MANAGER WHO INTRODUCED HIM TO THE PROGRAM WILL RECEIVE A COMMISSION FOR HIS EFFORTS. (3) FOR HIS INVESTMENT HE WILL RECEIVE: TRAINING PROVIDED BY GALAXY IN THE BUSINESS ASPECTS OF GALAXY; TRAINING FOR ALL SALES PERSONNEL HE RECRUITS; A FINDERS FEE OF \$750 FOR SPONSORING A NEW FIELD MANAGER OR DISTRIBUTOR INTO GALAXY; 10% COMMISSION ON ALL INITIAL ORDER RETAIL VOLUME HE PERSONALLY CREATES; 3% COMMISSION

(4) THE FIELD MANAGERS RESPONSIBILITIES ARE:

INITIALLY, UNTIL RETAIL OPERATIONS BEGIN IN HIS AREA, HE MAY CONTRIBUTE TO GALAXY'S GROWTH BY INTRODUCING NEW FIELD MANAGERS AND/OR DISTRIBUTORS TO THE COMPANY.

HE SHOULD PERSONALLY ACQUIRE RETAIL ACCOUNTS WHEN HIS AREA, OR ANY AREA HE WISHES TO WORK IN, IS DESIGNATED BY THE COMPANY AS AN "OPERATING RETAIL TERRITORY".

ON ALL REORDER VOLUME FROM HIS PERSONALLY-ACQUIRED ACCOUNTS; FREE DELIVERY SERVICE TO ALL ACCOUNTS ACQUIRED BY HIS ORGANIZATION WITHIN

DESIGNATION AS "OPERATING RETAIL TERRITORY" AND MEMBERSHIP, AT NO COST TO HIMSELF, IN GALAXY-CHARGE, WHEN OPERATIVE. HE WILL

ALSO BE ALLOWED TO PARTICIPATE (AT NO CHARGE) IN GALAXY'S ADVERTISING CAMPAIGN TO GENERATE LEADS FOR RETAIL CUSTOMERS.

THE FIELD MANAGER MAY ALSO RECRUIT SALES PERSONNEL. SINCE THESE SALES PERSONNEL WILL BE PAID THEIR COMMISSIONS THROUGH GALAXY, IT IS ESSENTIAL THAT THEIR APPLICATIONS BE FILED WITH THE COMPANY. THEY MUST ALSO ATTEND COMPANY-PROVIDED TRAINING.

THE FIELD MANAGER SHOULD MAKE CERTAIN THAT EVERYONE IN HIS ORGANIZATION HAS A THOROUGH KNOWLEDGE OF THE COMPANY'S MARKETING CONCEPT. HE SHOULD SEE THAT EVERYONE IN HIS ORGANIZATION IS INSTILLED WITH THE DESIRE TO REACH HIS FINANCIAL GOAL.

1848 PLAINTIFF'S EXHIBIT 3 THE FIELD MANAGER SHOULD MAKE SURE THAT HIS SALES PERSONNEL ARE AWARE OF THE ADVANTAGES OF BEING FIELD MANAGERS. TO INSURE HIS SUCCESS, THE FIELD MANAGER SHOULD ATTEND TRAINING CLASSES, AS PROVIDED FOR HIM BY HIS INITIAL INVESTMENT. THE FUNCTIONS OF A FIELD MANAGER ARE: THE FIELD MANAGER EARNS PROFITS, BOTH FROM HIS OWN PERSONAL SALES AND THE VOLUME OF HIS SALES ORGANIZATION. IN OTHER WORDS, A FIELD MANAGER WHO RECRUITS 10 SALES PERSONNEL IN A MONTH, WHO EACH ACQUIRE 40 ACCOUNTS DURING THE MONTH, AND ASSUMING THAT EACH ACCOUNT ORDERS \$25.00 PER WEEK, WILL HAVE AN ORGANIZATIONAL REORDER VOLUME OF \$10,000 PER WEEK BEGINNING IN HIS FIFTH WEEK. SINCE HIS SALES PERSONNEL RECEIVE 1% REORDER COMMISSION, AND HE RECEIVES 3% REORDER COMMISSION, HE WOULD THEN BE RECEIVING A

2% OVERRIDE, AND 2% OF \$10,000 PER WEEK IS \$200 PER WEEK. THIS INCOME WOULD CONTINUE EVEN IF NO NEW ACCOUNTS WERE ACQUIRED, AS LONG AS THE EXISTING ACCOUNTS AVAIL THEMSELVES OF GALAXY'S SERVICES.

WHEN A FIELD MANAGER ELEVATES TO THE POSITION OF A DISTRIBUTOR, HIS ACCOUNTS AND THOSE OF HIS SALES ORGANIZATION, REMAIN IN HIS ORGANIZATION.

THE DISTRIBUTOR

PROCEDURE FOR BECOMING A DISTRIBUTOR:

AN INDIVIDUAL MAY BECOME A DISTRIBUTOR BY INVESTING \$7,000 AND COMPLETING THE APPLICATION AND AGREEMENT FORM; UPON NOTIFICATION OF ACCEPTANCE BY THE COMPANY, HE MAY BEGIN AS A DISTRIBUTOR. A FIELD MANAGER MAY ELEVATE TO THE POSITION OF DISTRIBUTOR BY INVESTING AN ADDITIONAL \$4,000 AND BY COMPLETING THE FIELD MANAGER'S ELEVATION FORM (GAL 101). HE MUST REALIZE THAT AS A DISTRIBUTOR HE IS IN A HIGH POSITION OF LEADERSHIP IN THE FIELD AND THAT HIS CONDUCT AND ACTIONS MUST EXEMPLIFY THE BASIC CONCEPTS OF GALAXY.

THE DISTRIBUTORS RESPONSIBILITIES ARE:

THE DISTRIBUTOR IS CONSIDERED TO BE THE LINK BETWEEN THE CORPORATION AND THE PUBLIC.

THE DISTRIBUTOR MUST REFLECT THE ATTITUDES OF THE COMPANY CONCERNING THE FREE ENTERPRISE SYSTEM AND HONESTY AND SINCERITY IN DEALING WITH PEOPLE.

THE DISTRIBUTOR, BECAUSE HE IS IN THIS POSITION OF LEADERSHIP, SHOULD BE THOROUGHLY VERSED IN ALL PHASES OF THE PROGRAM, BOTH THE RETAIL AND BUSINESS ASPECTS.

1849 PLAINTIFF'S EXHIBIT 3 THE DISTRIBUTOR SHOULD CONTINUE TO TRAIN HIMSELF FROM ALL COMPANY MANUALS AND LITERATURE, AND HE SHOULD PERIODICALLY ATTEND DISTRIBUTOR'S TRAINING CLASSES TO KEEP ABREAST OF ALL NEW AND DEVELOPING CHARACTERISTICS OF THE FOOD INDUSTRY AND GALAXY'S OPERATIONS. THE RESPONSIBILITIES OF THE FIELD MANAGER APPLY TO A DISTRIBUTOR, BUT THERE ARE GREATER RESPONSIBILITIES AND GREATER REWARDS FOR THIS TOP POSITION. ONLY A DISTRIBUTOR MAY OBTAIN A COMPANY POSITION, SO IT IS THE RESPONSIBILITY OF THE DISTRIBUTORS IN THE FIELD TO AID ALL FIELD MANAGERS TO ACHIEVE THE POSITION OF DISTRIBUTOR SHOULD THEY SO DESIRE. THE FUNCTIONS OF A DISTRIBUTOR: THE DISTRIBUTOR EARNS PROFITS, BOTH, FROM HIS PERSONAL SALES AND THE VOLUME OF HIS SALES ORGANIZATION. IN OTHER WORDS, A DISTRIBUTOR WHO RECRUITS 10 SALES PERSONNEL IN A MONTH, EACH OF WHOM ACQUIRES 40 ACCOUNTS DURING THAT MONTH AND ASSUMING THAT EACH ACCOUNT ORDERS \$25.00 PER WEEK, WILL HAVE AN ORGANIZATIONAL REORDER VOLUME OF \$10,000 PER WEEK, BEGINNING HIS FIFTH WEEK. SINCE HIS SALES PERSONNEL RECEIVE 1% REORDER COMMISSION AND HE RECEIVES 5% REORDER COMMISSION, HE THEN WOULD BE RECEIVING A OVERRIDE, AND 4% OF \$10,000 PER WEEK IS \$400 PER WEEK. THIS INCOME WOULD CONTINUE EVEN IF NO NEW ACCOUNTS WERE ACQUIRED, AS LONG AS THE EXISTING ACCOUNTS AVAIL THEMSELVES OF GALAXY'S SERVICES. THE DISTRIBUTOR SHOULD ALSO HELP FOSTER GALAXY'S GROWTH BY INTRODUCING NEW FIELD MANAGERS AND/OR DISTRIBUTORS. WHEN THE DISTRIBUTOR INTRODUCES A FIELD MANAGER INTO THE PROGRAM, HE WILL RECEIVE A ONE-TIME FINDERS FEE FROM GALAXY OF \$1,050; WHEN THAT NEW FIELD MANAGER SEES THE ADVANTAGES OF BEING A DISTRIBUTOR AND MAKES THE ADDITIONAL INVESTMENT, THE ORIGINAL SPONSORING DISTRIBUTOR WILL RECEIVE AN ADDITIONAL \$1,400. WHEN A FIELD MANAGER SPONSORS A NEW FIELD MANAGER INTO GALAXY, THE ORIGINAL SPONSORING DISTRIBUTOR WILL RECEIVE \$350 INITIALLY AND AN ADDITIONAL \$1,400 WHEN THAT NEW FIELD MANAGER BECOMES A DISTRIBUTOR. THE DISTRIBUTOR ALSO EARNS 5% OVERRIDE ON ALL THE INITIAL ORDER VOLUME OF HIS FIELD MANAGERS AND 2% OVERRIDE ON ALL THEIR RETAIL REORDER BUSINESS. HE IS PAID THESE COMMISSIONS MONTHLY. THUS, WHEN THE ORGANIZATION OF A FIELD MANAGER ATTAINS A REORDER VOLUME OF \$10,000 PER WEEK, THE DISTRIBUTOR-SPONSOR OF HIS ORGANIZATION RECEIVES A COMMISSION CHECK FOR \$800 OR 2% OF \$10,000 PER WEEK, AT THE END OF A MONTH.

IF POSSIBLE, THE DISTRIBUTOR SHOULD INSTILL IN EACH OF HIS FIELD MANAGERS THE DESIRE TO BECOME A DISTRIBUTOR.

THE DISTRIBUTOR SHOULD REMIND HIS FIELD MANAGERS THAT ALL THE FIELD MANAGERSHIPS THEY CREATE BELONG TO THE DISTRIBUTOR. HE SHOULD INFORM THEM OF THE ADVANTAGES OF BEING A DISTRIBUTOR.

THE SPONSORING DISTRIBUTOR MUST RELEASE A FIELD MANAGER WHO WISHES TO ELEVATE TO THE POSITION OF DISTRIBUTOR. HE CO-OPERATES IN THIS RELEASE BY ACCEPTING THE FIELD MANAGERS ELEVATION FORM (GAL 101) AND A CERTIFIED OR CASHIER'S CHECK FOR \$4,000 MADE PAYABLE TO GALAXY FOODS, INC.

COMBINATION OF SPONSORSHIP

ALTHOUGH THERE ARE THREE DISTRIBUTORSHIP LEVELS OF GALAXY, ALL OF THEM MAY NOT EXIST IN EVERY ORGANIZATION. IN OTHER WORDS, A SALESMAN MAY BE SPONSORED BY A DISTRIBUTOR WITH NO FIELD MANAGER INVOLVED.

ON ANY ORGANIZATIONAL CHART, WHEN YOU TRACE THE LINE OF SPONSORSHIP FROM THE DISTRIBUTOR TO THE SALESMAN, YOU WILL FIND ONLY TWO DISTINCT ARRANGEMENTS:



OWNERSHIP OF DISTRIBUTORS:

SHOULD A SITUATION OCCUR IN WHICH TWO DISTRIBUTORS ARE ATTEMPTING TO RECRUIT THE SAME INDIVIDUAL, THE SOLUTION SHOULD BE CLEARLY UNDERSTOOD: AN INVITATION TO AN OPPORTUNITY PRESENTATION, (SUCH AS A PHONE CALL OR LETTER), DOES NOT ENTITLE THE SOLICITOR TO THE GUEST. ANY NUMBER OF DISTRIBUTORS MAY INVITE THE SAME GUEST TO A PRESENTATION.

THIS IS WHY YOU SHOULD PICK UP YOUR GUEST AND BRING HIM TO THE PRESENTATION. THIS ACTION REMOVES ALL DOUBT AS TO WHO IS SPONSORING THE GUEST. WHEN SOMEONE ELSE BRINGS A GUEST TO THE PRESENTATION WHOM YOU HAVE INVITED, HAVE THE GOOD SENSE TO LEAVE THE GUEST ALONE, UNLESS YOU ARE ASKED TO HELP THE SPONSOR. AT ANY RATE, THE GUEST HAS THE FINAL CHOICE AS TO WHOM HIS SPONSOR WILL BE.

1851 PLAINTIFF'S EXHIBIT 3 THE NEW DISTRIBUTOR BELONGS TO THE ONE WHO GETS HIS SIGNATURE ON THE APPLICATION AND AGREEMENT FORM AND OBTAINS HIS INVESTMENT. BUT NEVER YIELD TO THE TEMPTATION OF TRYING TO SPONSOR A GUEST WHO BELONGS TO ANOTHER DISTRIBUTOR. WHEN THIS TYPE OF CASE IS PROVEN BEFORE THE GRIEVANCE COMMITTEE, IT IS GROUNDS FOR TERMINATION OF THE DISTRIBUTORSHIP OF THE INDIVIDUAL WHO'S AT FAULT. THE DISTRIBUTORS ASSOCIATION: DEFINITION: THE ASSOCIATION IS A GROUP OF DISTRIBUTORS AND FIELD MANAGERS IN A GIVEN AREA, ACTING IN A VOLUNTARY CO-OPERATIVE EFFORT TO PARTICIPATE IN THE SHARING OF RECRUITING COSTS. SUGGESTED PROCEDURES FOR THE FORMATION OF AN ASSOCIATION: FIVE OR MORE DISTRIBUTORS AND FIELD MANAGERS IN THE SAME GENERAL AREA MAY FORM AN ASSOCIATION FOR THE PURPOSE OF PROVIDING OPPORTUNITY MEETING LOCATIONS, AN OFFICE OUT OF WHICH TO CONDUCT BUSINESS AND/ OR FOR THE PURPOSE OF ESTABLISHING FINE COMMUNICATIONS BETWEEN THE DISTRIBUTORS AND THE COMPANY. GALAXY MUST BE INFORMED, IN WRITING, ABOUT THE FORMATION OF AN ASSOCIATION. THE PROPOSED MEMBERS MUST BE IDENTIFIED BY LISTING THEIR NAMES, ADDRESSES, STATUS (DISTRIBUTOR OR FIELD MANAGER) AND SOCIAL SECURITY NUMBERS. GALAXY MUST BE INFORMED OF THE SCHEDULE AND LOCATION OF OPPORTUNITY PRESENTATIONS AND BUSINESS TRAINING MEETINGS. THE PROPOSED ASSOCIATION MEMBERS SHOULD THEN CONTACT GALAXY FOR APPROVAL OF THE ASSOCIATION. GALAXY RECOMMENDS THAT A PRESIDENT AND TREASURER BE ELECTED, THAT DUES BE COLLECTED AND THAT BUSINESS MEETINGS BE HELD TO DETERMINE WAYS OF IMPROVING THE EARNING CAPACITY OF THE MEMBERS OF THE ASSOCIATION. GALAXY RECOMMENDS, ALSO, THAT THE ASSOCIATION'S FIXED MONTHLY DUES BE BASED ON THE ESTIMATED COSTS TO BE INCURRED.

INDIVIDUALS.

(9) DISTRIBUTOR AGREES NOT TO ENTER INTO ANY BUSINESS TRANSACTION WHICH WILL OBLIGATE GALAXY FOODS, INC. IN ANY MANNER. GALAXY WILL

- 7 -

NOT ASSUME LIABILITY FOR ANY DEBTS INCURRED BY UNAUTHORIZED

RULES AND REGULATIONS CONTINUED

- (10) DISTRIBUTOR AGREES NOT TO TRANSFER TO ANOTHER ORGANIZATION WITHOUT THE PRIOR WRITTEN CONSENT OF ALL DISTRIBUTORS (ABOVE HIM IN HIS ORGANIZATION), AND THE COMPANY.
- (11) A FIELD MANAGER MAY NOT SPONSOR OR CO-SPONSOR ANY NEW DISTRIBUTOR OR FIELD MANAGER INTO THE BUSINESS IN ASSOCIATION WITH ANY DISTRIBUTOR, OTHER THAN HIS ORIGINAL SPONSORING DISTRIBUTOR, NOR MAY HE MAKE A DIVISION OF PROFITS, ASSETS OR NEW RECRUITS IN VIOLATION OF THE GALAXY MARKETING CONCEPT.
- (12) DISTRIBUTOR UNDERSTANDS THAT A VIOLATION OF ANY COMPANY RULE OR REGULATION CONSTITUTES GROUNDS FOR IMMEDIATE TERMINATION BY THE COMPANY OF HIS STATUS AS A DISTRIBUTOR. ANY ACT OR INVOLVEMENT OF A DISTRIBUTOR, WHICH IS CONSIDERED BY THE BOARD OF DIRECTORS TO BE HARMFUL TO THE COMPANY, SHALL CONSTITUTE GROUNDS FOR IMMEDIATE TERMINATION OF HIS DISTRIBUTOR STATUS.
- (13) GALAXY RECOGNIZES A DISTRIBUTORSHIP AS AN INDIVIDUAL.
 WHETHER THE DISTRIBUTORSHIP IS A PERSON, PARTNERSHIP, CORPORATION,
 OR SOME OTHER BUSINESS ASSOCIATION. A CORPORATION CANNOT BECOME
 A GALAXY DISTRIBUTOR, BUT INDIVIDUAL DISTRIBUTORS MAY CONDUCT
 BUSINESS THROUGH A CORPORATION.
- (14) IF A DISTRIBUTOR LOSES HIS STATUS AS A DISTRIBUTOR FOR ANY REASON HIS ORGANIZATION BECOMES A PART OF THE ORGANIZATION OF THE DISTRIBUTOR IMMEDIATELY PRECEDING HIM ON THE ORGANIZATIONAL CHART.
- (15) PARTIES TO THE DISTRIBUTOR APPLICATION AND AGREEMENT AGREE THAT THE APPLICATION CONSTITUTES A CONTRACT AND IS GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.
- (16) DISTRIBUTOR AGREES TO INTRODUCE, OR ALLOW TO BE INTRODUCED, TO HIS ACCOUNTS OR ANY ACCOUNTS IN HIS ORGANIZATION, NO MATTER BY WHOM ACQUIRED, ONLY SUCH PRODUCTS AND/OR SERVICES AS ARE OFFERED BY GALAXY FOODS, INC. OR ANY OF ITS AFFILIATED COMPANIES.
- (17) DISTRIBUTOR AGREES THAT ALL PERSONAL ORDERS TO THE COMPANY FOR ANY MERCHANDISE OR SERVICES SHALL BE ACCOMPANIED BY A CASHIERS CHECK OR THE EQUIVALENT METHOD OF PAYMENT.
- (18) DISTRIBUTOR AGREES NOT TO RECRUIT OR SPONSOR ANY OTHER GALAXY DISTRIBUTOR INTO ANY VENTURE WHICH WILL HINDER THE EFFECTIVE EXECUTION OF HIS DISTRIBUTORSHIP.
- (19) DISTRIBUTOR AGREES TO HAVE A FINANCIAL INTEREST IN ONLY ONE GALAXY DISTRIBUTORSHIP AT A TIME. DISTRIBUTOR UNDERSTANDS THAT HE CANNOT BE A PART OF TWO SEPARATE DISTRIBUTORSHIPS.

(20) DISTRIBUTOR AGREES THAT GALAXY'S OBLIGATION TO PROVIDE DELIVERY TO CUSTOMERS IS LIMITED TO ANY AND ALL AREAS DESIGNATED BY GALAXY AS AN "OPERATING RETAIL TERRITORY" AND TO THE COMPANY'S CAPACITY TO DELIVERY WITHIN THE AREA SO DESIGNATED.

(21) GALAXY SHALL DO ALL IN ITS POWER TO COMMENCE RETAIL OPERATIONS. SHOULD THE "OPERATING RETAIL TERRITORY" (CONSISTING OF FROM 8,000 TO 12,000 CUSTOMERS) NOT HAVE BEGUN OPERATIONS BY JUNE 30, 1973, GALAXY AGREES TO:

- A. IF FEASIBLE, CONTINUE IN THE EFFORT TO ESTABLISH THE FIRST RETAIL OPERATION.
- B. GIVE THE OPTION TO THOSE INDIVIDUALS WHO WISH TO SELL THEIR DISTRIBUTORSHIPS BACK TO GALAXY, AT AN AMOUNT EQUAL TO THE ORIGINAL PURCHASE PRICE LESS COMMISSIONS PAID AGAINST IT, LESS TEN (10%) PERCENT FOR HANDLING COSTS AND INTERIM OPERATING EXPENSES. THOSE INDIVIDUALS WISHING TO SELL MUST NOTIFY THE COMPANY, IN WRITING, AFTER THE ABOVE-MENTIONED DATE. THE COMPANY SHALL COMPLETE THE RE-PURCHASE WITHIN SIXTY (60) DAYS AFTER RECEIVING SUCH NOTIFICATION.

(22) GALAXY AGREES TO ASSUME ALL RESPONSIBILITY FOR PRODUCT LIABILITY AND THERE SHALL BE NO RECOURSE TO ANY SALESMAN, FIELD MANAGER OR DISTRIBUTOR FOR ANY CAUSE OF ACTION DUE TO SPOILAGE.

(23) DISTRIBUTOR AGREES TO COMPLETE THE BASIC BUSINESS MANAGE-MENT COURSE WITHIN SEVENTY-FIVE (75) DAYS OF REGISTERING WITH THE COMPANY. SHOULD THE DISTRIBUTOR NOT COMPLETE SAID TRAINING, ANY COMMISSIONS EARNED AFTER THE SEVENTY-FIVE (75) DAY PERIOD MAY BE WITHHELD BY GALAXY UNTIL SUCH TIME AS THE COURSE IS COMPLETED.

(24) THE COMMISSION SCHEDULE FOR DISTRIBUTORS, FIELD MANAGERS AND SALESMEN IS AS FOLLOWS:

A. INITIAL ORDERS D-15% FM-10% S-5% B. RE-ORDERS D-5% FM-3% S-1%

THERE IS NO MINIMUM WEEKLY, MONTHLY OR YEARLY VOLUME REQUIREMENT FOR DISTRIBUTORS OR FIELD MANAGERS, HOWEVER, THERE IS A MINIMUM REQUIREMENT OF 30 NEW ORDERS PER CALENDAR QUARTER FOR SALESMEN, IN ORDER FOR THEM TO RECEIVE THEIR 1% REORDER OVERRIDE. IN THE EVENT THAT THE SALESMAN DOES NOT MEET THIS REQUIREMENT, HE WILL BE PLACED ON INACTIVE STATUS BY THE COMPANY AND HIS 1% REORDER OVERRIDE WILL REVERT TO GALAXY FOODS, INC. THE DISTRIBUTORS AND/OR FIELD MANAGERS WILL CONTINUE TO RECEIVE THEIR RESPECTIVE COMMISSIONS, WHETHER OR NOT THE SALESMAN IS OR CONTINUES TO BE ACTIVE. SHOULD THE SALESMAN RETURN TO ACTIVE STATUS, HE WILL RECEIVE HIS OVERRIDES ONLY ON BUSINESS GENERATED SUBSEQUENT TO HIS RETURN TO ACTIVE STATUS.

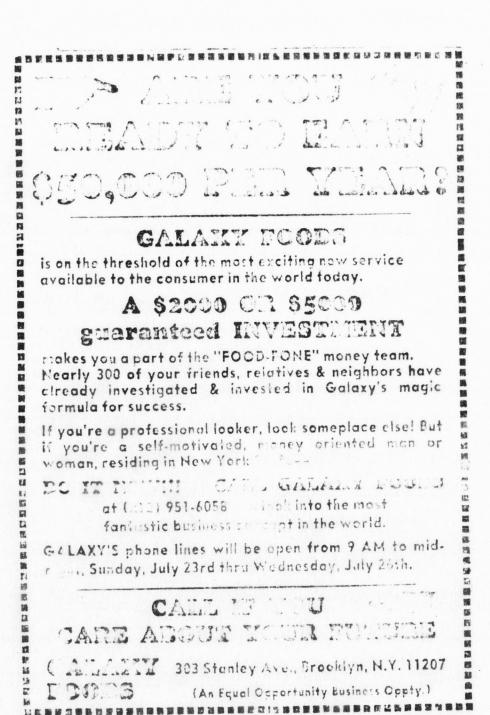
(25) SIX MONTHS SUBSEQUENT TO THE COMMENCEMENT OF FULL SCALE RETAIL OPERATIONS, DISTRIBUTORS AND FIELD MANAGERS, REGARDLESS OF THEIR DATE OF ENTRY INTO GALAXY'S PROGRAM, WILL BE PERMITTED TO EXERCISE GALAXY FOODS "FINAL BUY-BACK OPTION". DISTRIBUTORS AND FIELD MANAGERS WILL BE NOTIFIED OF THEIR OPTION TO SELL THEIR DISTRIBUTORSHIP BACK TO GALAXY FOODS, INC. AT THEIR ORIGINAL PURCHASE PRICE, LESS ANY COMMISSIONS EARNED. DISTRIBUTORS WILL BE GIVEN 30 DAYS FROM THE DATE OF NOTIFICATION TO RESPOND TO THE COMPANY OFFER. A LACK OF RESPONSE WILL BE DEEMED BY THE COMPANY TO BE A DECISION TO REMAIN ON ACTIVE STATUS WITH THE COMPANY. A NOTIFICATION OF THE DESIRE TO EXERCISE THE OPTION WILL BE FOLLOWED BY AN INTERVIEW WITH THE COMPANY. IF THE SITUATION CANNOT BE CORRECTED TO THE SATISFACTION OF BOTH THE COMPANY AND THE FIELD MANAGER OR DISTRIBUTOR, SIXY DAYS HENCE, THE BUY-BACK WILL BE EXECUTED. THE DECISION SHALL BE BINDING AND FINAL ON BOTH PARTIES.

ALL APPLICATIONS RECEIVED BY GALAXY MUST CONTAIN THE FOLLOWING INFORMATION: (A) STATE, (B) QUOTA FOR STATE, (C) TOTAL SOLD IN STATE, (D) TOTAL POSITIONS REMAINING.

THE INFORMATION CONTAINED IN YOUR DISTRIBUTOR'S BUSINESS MANUAL ONLY OUTLINES THE COMPANY'S REGULATIONS AND METHOD OF OPERATION, AND IS SUBJECT TO AMENDMENTS AND/OR CHANGE.

READ CAREFULLY THE OPPORTUNITY PRESENTATION OFFERED IN THE VERY BEGINNING OF THIS MANUAL, FOR ONLY BY YOUR SPEAKING IN FRONT OF PROSPECTIVE INVESTORS WILL THE COMPANY BE ABLE TO RECOGNIZE YOUR LEADERSHIP ABILITY. THEREFORE, IT IS SUGGESTED THAT YOU COMMIT THIS PROGRAM TO MEMORY AND VOLUNTEER WHEN THE CALL COMES FOR SPEAKERS.

(NOTE) THIS MANUAL SUPERCEDES ALL PREVIOUS MANUALS



275 S Ave Nr 41 St. Rm. 101 SEVING Machine Sales & service household & Industry of Vicer for talk Grank Good Goes by Hiness Plus Self KI 3 0267 TU 2-073 TREE SPRAYING BIZ Owner records \$5.000 Gross last yer.
This is a good time spraying name
mit greewaring business. Good opportunity for equingy minded nersors
who wint to help save trees from
decay and death. Rooms and trees
frees for profit. (3.00) STROUT.
REALTY, Inc., R.F.D. \$2. Supports.
N.Y. 1885. (607) \$39.4674. HE MERCOLHOS TOP SALE 15e Floor Covering
CARPET 501 Nylon 118 ga ft. Installonly \$17. Snop at home snrv. crediterns. R&R Callett. 1221 UL \$6554
DUPONT 501 NYLON CARPET. 118
Sq. Ft. comp. Installog with pending only \$17. Free shop at home serv.
Crediterns Arranged
(2127 253 8000. (516) 221-3377
16f Furniture & Bedding
Factory Mattrs. twin. Queen. King etc. \$27 up. Brass HB 55. HAR firm \$4. Conv. Sota 513 Today 815-5533
LOST QUR LEASE
MUST MOVE FROM WAREHOUSE MUST MOVE FROM WAREHOUSE Bdrm, Lvarm, tables, beddings car-pets, appliances. At huge discount. J. HORN FURNITURE CO., INC. 116 St. & B Ave. Manhattan Weekdays 10-7; Sat. 9-6 Furs Apparel Jewelry 16g Furs-Apparel-Jeweiry

SEARN EXTRA MONEY:
POLYESTER BLAZERS & SETS
A & A Distributors 212 TA 9 2915
SOLITARE Diamonds 1.22 cts.
60 pts. tine quelty and color call 6567696 attributors

New 72 ZIG ZAG 181 reg \$182.
Ovd. 61 title 181 reg \$182.
TV MENTAL ANY MORES. TV RENTAL ANY THERE
7 days a vicek including Sunday
MASTER CHARGE (2/2) 643-1818 7 days a veek including Sunday
RASTER CHARGE (212) 643-1818
16x Minicultanaous
NOW-hair styling make a main
new heirbrush with administration of the sorting of the sorting of the details J & G Associate, 127
Free-lim St., East Rockaway,
N Y 11514
LIO EL TRIMS—10P CASH PAID
212-533-4035
WANTEDI All types of German
Japanese & Halian Wood and Insolvers of the sorting with children Any reasonaute offer accepted, 223-274.
Date stian Pues, Toe Quality Blood-lines AKC reg. \$121

C. 15. -Carata W lail card today FORT STLUCIE MEDITE - Lang

A verified statement and offering statement has been filled with the Department of Department of State or all y officer thereof, on that the Department of State has in NtA-GD71 ΔL





1864 FLATBUSH AVENUE BROUKLYN, NEW YORK 11210

- DISTRIBUTOR APPLICATION AND AGREEMENT FORM

DISTRIBUTOR	}		FIELD MANAGER				
\$S #		entral de la companya	SS				
MR. MRS. MISS STREET			MR. MAS. MISS STREET				
CITY	STATE	ZIP	CITY	STATE	ZIP		
SIGNATURE		ti virtin siderin var na vitalikus riigan approvidensi kannya.	SIGNATURE				

I HEREBY AGREE TO PURCHASE A DISTRIBUTORSHIP FROM GALAXY FOODS, INCORPORATED

PURCHASE	SS		
PRICE	MR. MRS.		
\$	MISS		
POSITION	ADDRESS		
	CITY	STATE	ZIP
DEPOSIT	TELEPHONE	DATE OF	BIRTH
	PRESENT VOCATI	ON	
\$			
	PERSONAL REFER	RENCE NAME: ADDRESS:	
	BUSINESS REFER	RENCE NAME:	THE TEN OF THE PROPERTY AND
	(BANK)	ADDRESS:	

TERMS AND CONDITIONS

- 1. The applicant hereby offers, subject to the foregoing terms and conditions, to become a Distributor with GALAXY FOODS, INC., hereafter called "GALAXY". Applicant acknowledges that his/her execution of this application shall in no way bind GALAXY until such time as this offer is accepted by GALAXY. (Which acceptance shall be constituted by the execution of this application by an officer of GALAXY.) If this offer is accepted, applicant hereby agrees as follows:
 - (A) The laws of the State of New York shall apply to this Agreement.
 This offer is subject to acceptance in New York by GALAXY.
 - This offer is subject to acceptance in New York by GALAXY.

 (B) Applicant will operate his/her Distributorship selling GALAXY Distributed products, receiving the stipulated discount price as set forth in the then current GALAXY MANUAL.

(C) The rights granted under this agreement constitute a non-exclusive, non-territorial right to sell GALAXY'S services.

(D) Applicant shall be an independent contractor. Applicant shall not hold himself out as an employee, servant, agent or legal representative of GALAXY. Applicant hereby agrees that this Agreement does not constitute a joint venture, joint arrangement, copartnership or any relationship other than independent contractor with GALAXY. Applicant will not, directly or indirectly, create any obligations for GALAXY. Applicant hereby agrees that GALAXY shall not be legally responsible or liable for any account obligation, contract or agreement entered into between applicant and any third party.

(E) Applicant agrees to defend, in lemnify and a lid harmless, GALAXY, against all claims demands or causes in action, associate, by whomesoever prosecuted or demanded, and for any or whatever account arising out of the operation of applicant's Distributorship. Applicant agrees to comply with all laws, rules, and regulations of all states, cities, municipalities and of the Federal Government or of any other governmental agency, authority or entity which are applicable. Applicant agrees to pay all taxes, license fees, which are applicable, or any charges made with regards to his/her business. (F) Applicant agrees to abide by all rules and regulations of

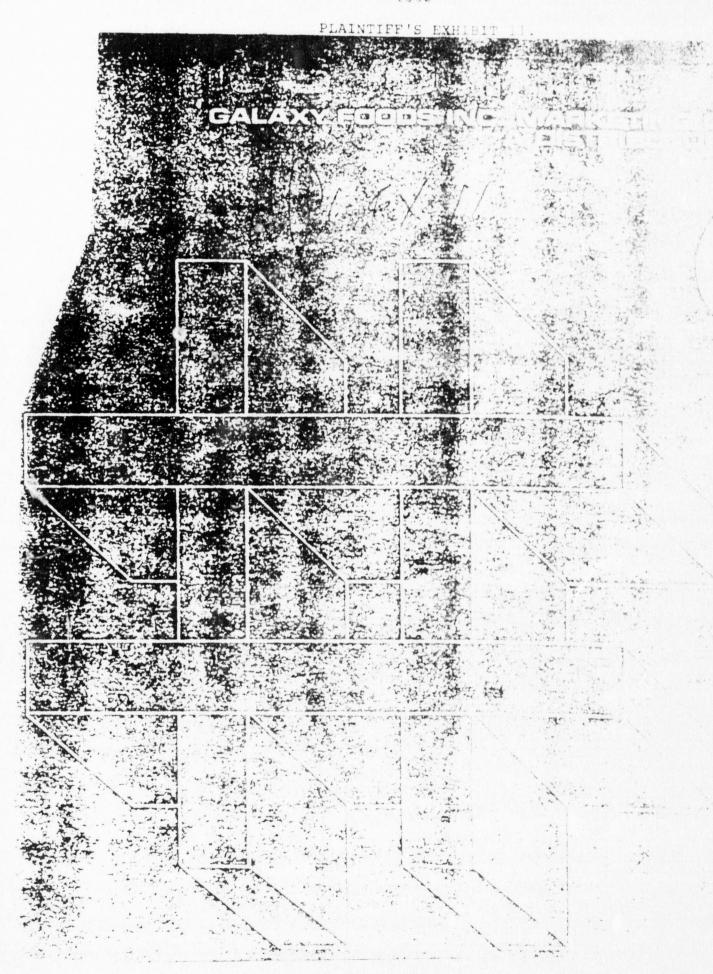
(F) Applicant agrees to abide by all rules and regulations of GALAXY set forth in GALAXY'S then current manual. Applicant agrees to put forth his/her best efforts to promote and market the business, products and merchandise of GALAXY.

(G) Applicant agrees that GALAXY may, at its option, cancel this Agreement at any time during which this Agreement has been breached by applicant. Such cancellation shall not relieve applicant from any obligation to pay all amounts due and owing to GALAXY.

(H) Applicant understands that he/she must use his good faith and efforts to promote GALAXY in operating his/her Distributorship and that in the event he fails to comply with said rules and regulations, or the terms of this Application and Agreement, that GALAXY shall have the right to place his/ her Distributorship in the in-active status, which will terminate his eligibility to sponsor any new Distributors or to receive commissions. (I) The applicant understands and agrees that it shall be grounds for termination of his/her Distributorship if, after this Application is accepted, he should engage in a directly competing enterprise involving the wholesaling, retailing, marketing or manufacturing of foods or other items commonly sold in food supermarkets, while a Distributor of products sold by GALAXY. The applicant should not dissuade any person from continuing his/her association with GALAXY or persuade any person to engage in a directly competing enterprise. If the applicant is, at any time after the acceptance of this Application by GALAXY, terminated as a Distributor, for any reason whatsoever, the applicant agrees that he will not directly compete in the retailing, wholesaling, marketing or manufacturing of foods, and other items commonly sold in food supermarkets, for six months following his termination, within a radius of ten miles from applicant's residence where his GALAXY Distributorship was granted. The applicant also agrees that should his Distributorship ever be terminated for any reason whatsoever, he will not solicit or persuade any wholesalers, retailers or Distributors of the products sold by GALAXY to engage in a directly competing enterprise as defined herein for six months after his/her termination. He also understands and agrees that the reasonable and fair damages for breach of this covenant shall be the forfeiture of any income or profits gained by said solicitation of Distributors, employees or retailers.

2.	(A) GALAXY agrees to uphold all company rules and regulations and all subsequent revisions, additions and amendments as set forth in the then current GALAXY MANUAL. (B) GALAXY agrees to furnish training as set forth in the then current						
	GALAXY MANUAL to applicant and his/her sales people.						
	(C) GALAXY agrees to furnish all forms, charts and other sales aids						
	currently used by GALAXY to applicant at the then current prices at						
	applicant's cost.						
	(D) GALAXY agrees to limit the sale of Distributorships on a ratio of sixty						
	(60) per one (1) million population per state, and to make all reasonable						
	efforts to guide the sale of Distributorships to approximate population						
	concentrations.						
	(E) GALAXY agrees that applicant may, in writing, cancel this Agreement at						
	any time at his/her option. In the event applicant shall cancel his/her						
	Agreement, applicant agrees that as full consideration to GALAXY for the right						
	of such cancellation, GALAXY may retain any refund then due applicant.						
	of such cancerration, Gallant may recent any return any						
3.	entire Agreement between parties and applicant acknowledges that any or all						
	ral representations by either party hereto have been merged into this						
	written Agreement.						
	(B) APPLICANT ACKNOWLEDGES THAT:						
	(1) GALAXY, PRESENTLY, IS NOT RETAILING, FOODS OR OTHER SUPERMARKET						
	ITEMS.						
	(2) GALAXY IS A STARTING COMPANY AND IT MAY NEVER DEVELOP TO THE POINT						
	THEREBY DISTRIBUTORS MAY EARN PROFITS, SALARIES OR COMMISSIONS FROM THE						
	SALE OF SUCH ITEMS.						
	(3) APPLICANT UNDERSTANDS THAT HIS/HER INVESTMENT WITH GALAXY IS A HIGH						
	RISK INVESTMENT, HOWEVER, APPLICANT HAS DETERMINED SUCH INVESTMENT,						
	RISK INVESTMENT, HOWEVER, APPLICANT HAS DELEMENTED SOCIAL INVESTMENT,						
	ALTHOUGH WITH RISK, IS A SOUND VENTURE INVESTMENT WITH A NEW AND EMERG-						
	ING COMPANY, POSSESSING A HIGH POTENTIAL FOR SUCCESS.						
	NEW YORK STATE QUOTA 1,079 - TOTAL SOLD REMAINING						
	I HAVE READ AND UNDERSTAND ALL PROVISIONS OF THIS APPLICATION.						
	APPLICANT SIGNATURE DATE						
-							
	HOME OFFICE USE ONLY APPROVED BY						
	CORPORATE OFFICER						
	TITLE:						

1861 PLAINTIFF'S EXHIBIT 10. Louis : Les Kine sin - Leers ... GALLARY FIODS has come along way time. int indeption -- 220 growth has toom this revenue and only goes and to the research that convicts you to invest in a series of food industry the day of constants, and rest available from different relatences and sourcho. The press rest orange and All description of the state of the needed to make GALAXY the largest and tone profetable from corporation in expatance. Several people who have aided nyself and the company have previously asen or are being sought out of a numerous positions. More that our requil barges that a feet opercooning heaviers construction of mark and the second of the live with these preservations in rind, that it were in the second prosperity CALLAND The manning on the second state of any contract of the knowledge, desire and in lifetore. If you make to help, either by daverno your note to engine one working whenever available, please contact we up a conflict of day from 10:00 a.m. to 3:00 p.m. Your cooperation will he epopulation, DON KIRSUN EXECUTED NICE OFFICIONS, MICHELANG DK:ss BEST COPY AVAILABLE



BEST COPY AVAILABLE



BEST COPY AVAILABLE

GALAXY FOODS, INCORPORATED CHAIRMAN OF THE BOARD ARTY LEE

The "Old Man" of the Board of Directors of Galaxy
Foods, Arty Lee, 32, is the epitome of the dynamic, motivated
leader that business and industry the world over is looking for.
Motivating groups of people is nothing new to Arty, who for
nine years entertained audiences throughout the world appearing in
such spots as the New Frontier in Las Vegas, the Lucayan Beach
Hotel in the Bahamas and the Copacabana in New York City.

Married to entertainer, Arline Daniels, Arty gave up the hectic life of show business feeling that his talents could successfully be applied to the business world as well. He started and operated a successful wrought iron decor business when he was offered a leadership position with a major cosmetic and motivational company where he first met the other two members of the Board of Directors. Arty, educated at Midwood High School in Brooklyn and the University of Maryland, where he received a degree in Business Psychology, directed service shows for the Armed Forces in Europe. He had his own show on two local radio stations and worked as a reporter/photographer for Courier Life in New York.

Arty's abilities as a leader are best exemplified by the fact that he is constantly teaching Galaxy's Distributors and Field Managers the things they need to know to operate a successful Distributorship. His tireless efforts constantly come to fruition when a Distributor achieves a degree of success due to training manuals and classes that Arty has been responsible for. Arty Lee is the man out front in Galaxy Foods, the dynamic idea man so important in the success story of Galaxy Foods, Inc.



GALAXY FOODS, INCORPORATED
CORPORATE PRESIDENT
RALPH AVNI

Married to the former Eleanor Alice Schwartz and the father of twin boys, Ralph is the quiet man in the background so far as the Board of Directors of Galaxy Foods, Inc., is concerned. Born in Tel-Aviv, Israel in 1945, where he served in the Israel Army as a Medic, Ralph also worked as an interior decorator before coming to the United States in 1966. Upon his arrival in this country, Ralph worked as a painting contractor when the realization hit him that he was being paid what his job was worth, rather than what he himself was worth. He took a job in the most difficult industry for an immigrant, that of a direct salesman. In his three years tenure with Electrolux, Ralph continually proved his ability by winning sales contests in the field and eventually being promoted to Field Manager where his responsibilities included the constant training and motivation of a team of sales personnel. He met the other members of the Board while acting as a Consumer Sales Director for a major cosmetic company.

Realizing the truth in being your own boss, Ralph was a partner with Arty in the ownership and operation of a boutique shop. It was at that time that Ralph was presented with the Galaxy Concept. Aware, as we all must be, that everyone has to eat, Ralph immediately saw the potential that Galaxy has. He joined forces with Arty on the Galaxy bandwagon. Ralph is the Controller of Galaxy, ensuring that no funds are misused, at the same time, sparing no expense to ensure that Galaxy reaches its goal, that of becoming the number one food service company in America.

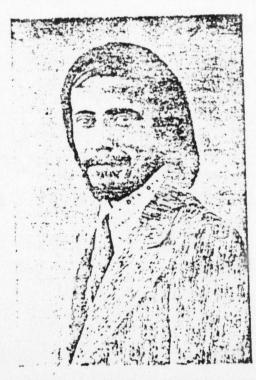


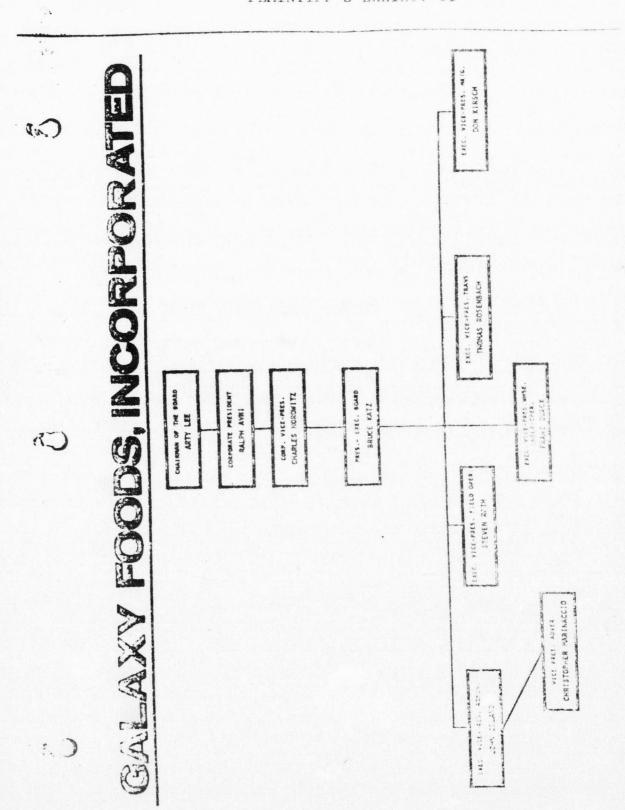
GALAXY FOODS, INCORPORATED CORPORATE VICE-PRESIDENT CHARLES HOROWITZ

Every company in its progress towards a particular goal needs a take charge, self starting leader to handle the business end of running a business. At age 29, Charles Horowitz has already enjoyed a career marked by success after success. After starting in the retail jeweiry trade as a stock clerk, Charlie worked his way up to the position of General Manager of a chain of retail jewelry stores doing over \$1,000,000 business a year. His knack for getting the right person to do the job is only one of the management skills that makes Charlie Horowitz the respected leader that he is. His background in sales and management has proven invaluable in negotiating large business contracts and in effectively training and motivating the distributors and field managers of Galaxy Foods, Inc. He has also been successful in gaining the respect and admiration of the many men and women who have been doing business with Galaxy Foods.

Charlie entered college at 16 years of age and is a member of the MENSA Society which places him in the top two percent of the minds in the world.

Charlie is most indicative of the dynamic business mind that has been instrumental in the amazing growth of Galaxy Foods, Inc.





WHAT IS GALAXY FOODS, INC.

GALAXY FOODS, INC., IS A CORPORATION FORMED WITH THE INTENT OF BECOMING THE LARGEST IN ITS INDUSTRY. THE FOOD INDUSTRY, BEING A BILLION DOLLAR A YEAR INDUSTRY, IS THE LARGEST AND MOST CONSISTENT BUSINESS TODAY. HOWEVER, IT IS ALSO THE LEAST PROFITABLE, FROM THE RETAILER'S STANDPOINT. THE SUPERMARKET BUSINESS NETS LESS THAN 18 PROFIT AT THE END OF THE YEAR (.96% IN 1970 AND 1971 IS PROJECTED TO BE .87%).

GALAXY FOODS, REALIZING THE SMALL AMOUNT OF PROFIT, ENDEAVORED TO ENTER THIS VOLUMINOUS BUSINESS. OUR UNIQUENESS COMES FROM THE FACTS THAT WE WILL: GIVE THE CONSUMER AN ALTERNATIVE TO THE SUPERMARKET; ELIMINATE THE EXTRA OVERHEAD OF EACH SUPERMARKET; INCREASE OUR PROFIT DUE TO THIS ELIMINATION; WORK DIRECTLY WITH THE CONSUMER AT HOME; DELIVER ALL THE SUPERMARKET ITEMS THAT ARE ORDERED. THE FOLLOWING DAY; RECEIVE PAYMENT WHEN THE GOODS ARE DELIVERED; DISTRIBUTE OUR CATALOGUES WHICH WILL BE ENDOWED WITH PICTURES AND ADVERTISEMENTS SO THAT THE IMPULSE SHOPPER WILL CONTINUE TO SHOP, AND THE BUDGET SHOPPER CAN KNOW IN ADVANCE THE COST OF HER FOOD PURCHASES; ADVERTISE AND GIVE WEEKLY SPECIALS; NOT CHARCE FOR THIS SERVICE; NOT FORCE THE PERSON TO SIGN A CONTRACT OR PURCHASE A FREEZER FROM US. WE, THEREFORE, ARE NOT OBLIGATING THE CONSUMER TO PURCHASE FROM US. THE ONLY REASON FOR USING OUR SERVICE IS OUR SERVICE! WE WILL BE AIDING THE CONSUMER AND THE COMMUNITY BY GIVING THE PEOPLE EXTRA LEISURE TIME AND ELIMINATING THE BURDEN OF CARRYING THE HEAVY PACKAGES.

OUR SALESMEN, WHO WILL BE MAKING THE INITIAL CONTACT WITH THE CONSUMER, WILL EXPLAIN ALL THE BENEFITS DERIVED FROM USING A SERVICE SUCH AS OURS. THEY WILL ALSO EXPLAIN THAT WE WILL ACCEPT ALL FOOD STAMPS ISSUED BY THE USDA AND ALSO COUPONS THAT ARE ISSUED BY THE MANUFACTURERS.

OUR ADVERTISING CAMPAIGN, WILL MAKE THE SALESMAN'S FUNCTION THAT MUCH EASIER. THE SALESMAN MUST STMPLY INTRODUCE THE SERVICE, TAKE AT LEAST A \$7.00 INITIAL ORDER, GIVE THE CONSUMER AN IDENTIFICATION NUMBER (FOR OUR COMPUTER), AND LEAVE OUR CATALOGUE AND PRICE LIST FOR FUTURE ORDERS.

AT THIS TIME, WE SHOULD EXPLAIN THAT WE ARE SUPPLYING THE CONSUMER WITH ALL NAME BRAND ITEMS. THESE ARE NATIONALLY KNOWN BRANDS. WE ARE NOT INTRODUCING A NEW PRODUCT YET.

FOR THE SALESMAN AND MANAGERS, THE EARNING POTENTIAL IS UNLIMITED. I AM CERTAIN THAT ONCE OUR MARKETING STRUCTURE IS UNDERSTOOD, YOU WILL WANT TO JOIN US ON OUR RISE TO SUCCESS.

AS A FURTHER NOTE, YOU MUST BE AWARE THAT GALAXY FOODS, INC. IS A RISK. AT PRESENT THE RETAIL PORTION ON OUR PROGRAM, WHICH IS WHERE MILLIONS OF DOLLARS WILL BE EARNED, IS NON-EXISTENT.

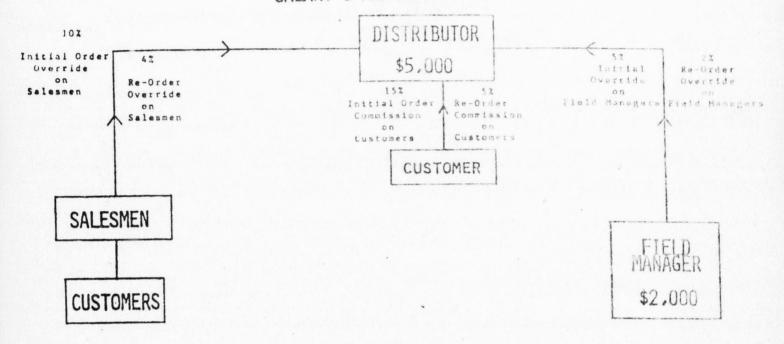
THE MONEY DERIVED FROM THE SALE OF DISTRIBUTORSHIPS IS BUILDING THE COMPANY. HOWEVER, THE BOARD OF DIRECTORS HAS DECIDED TO MINIMIZE THE RISK FACTOR BY DECLARING THAT THEY WILL BUY BACK ALL THE DISTRIBUTORSHIPS SOLD, SHOULD THE COMPANY NEVER RETAIL. THEY HAVE ALSO LIMITED THEMSELVES TO JUNE 30, 1973 BEFORE DECLARING THIS CLAUSE IN EFFECT.

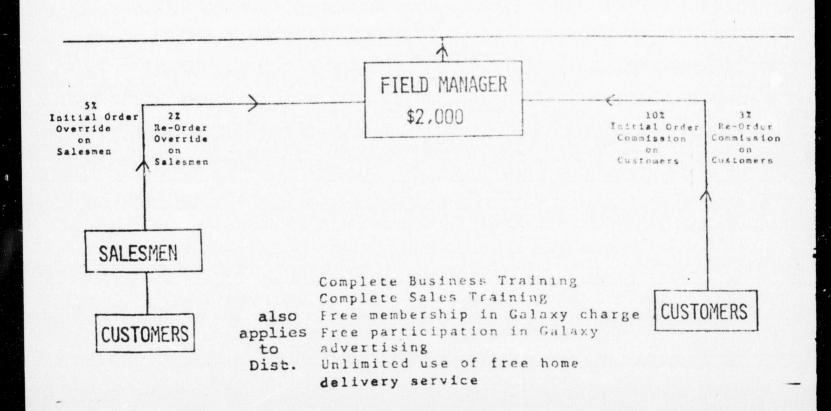
*SEE BUSINESS MANUAL RULE #21

IN ADDITION A FURTHER RULE HAS BEEN ADDED, "SIX MONTHS SUBSEQUENT TO THE COMMENCEMENT OF FULL SCALE RETAIL OPERATIONS, DISTRIBUTORS AND FIELD MANAGERS, REGARDLESS OF THE DATE OR ENTRY INTO GALAXY'S PROGRAM, WILL BE NOTIFIED OF THEIR OPTION TO SELL THEIR DISTRIBUTORSHIP BACK TO GALAXY FOODS, INC., AT THEIR ORIGINAL PURCHASE PRICE, LESS ANY COMMISSIONS EARNED.

*SEE BUSINESS MANUAL RULE #25

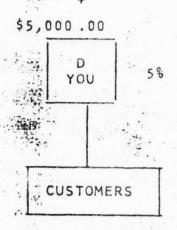
GALAXY'S MARKETING STRUCTURE





ARE YOU POSITIVE OR NEGATIVE ABOUT GALAXY FOODS?

LET'S LOOK AT GALAXY FROM BOTH SIDES



AL.

\$5,000.00 X6% BANK INTEREST \$300.00 YEARLY INCOME

THIS WAY IT WOULD TAKE ABOUT 12
YEARS TO DOUBLE YOUR INVESTMENT

2 CUSTOMERS PER WEEK

x50 WEEKS CUSTOMERS AFTER ONE YEAR

x \$25.00 CUSTOMERS
DOLLARS IN FOOD PURCHASES PER WEEK

\$2,500.00 WEEKLY VOLUME
DISTRIBUTORS COMMISSION WITHOUT F/M OR SALESMAN

\$ 125.00 DISTRIBUTORS WEEKLY INCOME, ASSUMING ALL CUSTOMERS UTILIZE THE SERVICE AND DO NOT REFER ANY FRIENDS OR NEIGHBORS

\$6,000.00 DISTRIBUTORS YEARLY INCOME PLUS \$375.00 INITIAL ORDER COMMISSION

WE'LL LET YOU BE THE JUDGE AS TO WHETHER A POSITIVE OR NEGATIVE ATTITUDE SHOULD PREVAIL IN DETERMINING YOUR DECISION!!!

DID YOU EVER STOP TO THINK

"WHY AM I EARNING WHAT I AM EARNING RATHER THAN WHAT I SHOULD BE EARNING?"

TAKE ONE HUNDRED MEN AT THE AGE OF TWENTY-FIVE (25), FORTY (40) YEARS LATER, WHEN THEY REACH THE AGE OF RETIREMENT, SIXTY-FIVE (65), WE FIND THE FOLLOWING FACTS TO BE INDICATIVE THROUGH INSURANCE COMPANY RESEARCH:

- 1 AND ONLY ONE IS RICH
- 4 ARE FINANCIALLY SECURE
- 5 ARE STILL WORKING, PROBABLY TOWARDS A GOLD WATCH!
- 36 HAVE PASSED AWAY
- 54 THE SADDEST FACT OF ALL, ARE FLAT BROKE:

THAT'S RIGHT, NINETY-FIVE (95%) PERCENT OF THE PEOPLE IN THE WORLD NEVER ACHIEVE ANY DEGREE OF FINANCIAL INDEPENDENCE BECAUSE THEY NEVER ADAPT THE NECESSARY ATTITUDE THAT LEADS TO SUCCESS. REMEMBER, THE FRUITS OF LIFE NEVER GROW AROUND THE TRUNK OF THE TREE, YOU MUST CLIMB OUT ON THE LIMB!!

WHAT IS THE BEST WAY FOR YOU TO PUT YOUR MONEY TO WORK FOR YOU?

Type of Investment	Amouni	PERCENTAGE OF RETURN	DOLLAR VOLUME OF RETURN
SAVINGS BANK	\$5,000	6%	\$300
SECURITIES" "BASED ON A HIGH YIELD COMMON STOCK	\$5,000	12%	\$600
REAL ESTATENA	\$5,000	18%	\$900
**MOST REAL ESTATE INVESTMENTS TAKE M THAN FIVE TO TEN YEARS TO REACH THI VALUE.			

GALAXY FOODS, INC.

\$5,000

SEE PARAGRAPH BELOW

BY ACQUIRING ONE (1) CUSTOMER PER DAY, BASED ON A FIVE (5) DAY WEEK FOR FIFTY (50) WEEKS, YOU WILL HAVE TWO HUNDRED FIFTY (250) BUYING CUSTOMERS AT THE END OF ONE YEAR. BASED ON A PROJECTED ORDER OF TWENTY-FIVE (\$25.00) DOLLARS PER BUYING FAMILY PER WEEK, YOU WOULD RECEIVE A FIVE (5%) PERCENT REORDER COMMISSION ON A WEEKLY VOLUME OF SIX THOUSAND TWO HUNDRED FIFTY (\$6,250.00) DOLLARS OR THREE HUNDRED TWELVE DOLLARS AND FIFTY CENTS (\$312.50) PER WEEK, STARTING YOUR SECOND YEAR. THIS IS NOT INCLUDING THE FIFTEEN (15%) PERCENT COMMISSION YOU WOULD RECEIVE ON ALL OF THE INITIAL ORDERS OF THESE CUSTOMERS, THAT BEING FIFTEEN (15%) PERCENT OF SIX THOUSAND TWO HUNDRED FIFTY (\$6,250.00) DOLLARS OR NINE HUNDRED THIRTY-SEVEN DOLLARS AND FIFTY CENTS (\$937.50). THUS, YOUR SECOND YEAR IN GALAXY FOODS, BY MAINTAINING ONLY THOSE CUSTOMERS YOU ACQUIRED DURING YOUR FIRST YEAR, YOU WOULD BE EARNING AT THE RATE OF SIXTEEN THOUSAND THREE HUNDRED FIFTY (\$16,350.00) PER YEAR.

NOW, THAT'S WHAT WE CALL A RETURN ON YOUR INVESTMENT:

THE PLUSES AND MINUSES OF GALAXY

PLUSES

MINUSES

- 1. SAVINGS-- GALAXY'S PRICES ARE LOWER THAN MOST SUPERMARKETS AND ON A PAR WITH THE LOWEST PRICED SUPERMARKETS;
- 2. CONVENIENCE--NO MORE LOOKING FOR A PARKING SPACE; NO MORE LOOKING FOR A SHOPPING CART; NO MORE WALKING DOWN CROWDED AISLES; NO MORE WAITING ON CROWDED LINES; NO MORE CARRYING HEAVY PACKAGES; NO MORE HAVING TO SETTLE FOR WHAT IS LEFT; DENTED CANS, SPOILED PRODUCE, ETC.;

YOU

3. NO OBLIGATIONS -- NO FREEZER TO BUY, NO CONTRACT TO SIGN, NO MINIMUM WEEKLY OR MONTHLY VOLUME, NO ADVANCE PAYMENT, NO PAYMENT AT ALL IF NOT COMPLETELY SATISFIED;

TELL

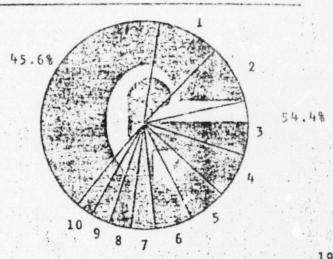
US!

- 4. GALAXY CHARGE-- AFTER ESTABLISHING CREDIT, YOU MAY PAY FOR YOUR GROCERIES ONCE A MONTH BY USING GALAXY CHARGE.
- 5. FREE DELIVERY—BY ELIMINATING THE MANY OVERHEADS OF THE SUPERMARKET, WE CAN BE EXTREMELY COMPETITIVE AS FAR AS PRICE, AND STILL AFFORD THE CONSUMER THE LUXURY OF FREE HOME DELIVERY AT THE TIME THE CUSTOMER SPECIFIES, WITHIN ONE HOUR EITHER WAY.
- 6. QUALITY--ONLY USDA CHOICE AND PRIME MEATS; FRESH DAILY PRODUCE; SEAFOOD AND POULTRY; AND DAIRY. SATISFACTION IS GUARANTEED BY GALAXY FOODS, NOT THE INDEPENDENT DISTRIBUTOR, OR THE CUSTOMERS MONEY IS REFUNDED. GALAXY'S FOODS WILL BE HANDLED ONLY BY SPECIALISTS WEARING PLASTIC GLOVES FOR SANITARY REASONS, THUS MINIMIZING THE AMOUNT OF SPOILAGE AND BREAKAGE. ANOTHER SAVING PASSED ALONG TO THE CONSUMER; AND
- 7. AGGRAVATION—OR WE SHOULD SAY, THE LACK OF AGGRAVATION. BUY WHENEVER YOU SO DESIRE WITHOUT SPENDING FOR BABYSITTERS, GAS AND WEAR AND TEAR ON YOUR CAR; UNNECESSARY TIME SPENT, AND MOST OF ALL, BUY ONLY WHAT YOUR BUDGET ALLOWS. GALAXY'S CATALOG AFFORDS THE CUSTOMER THE OPPORTUNITY OF SEEING WHAT SHE IS SPENDING BEFORE SHE SPENDS IT. MEAT AND PRODUCE PRICES FLUCTUATING THE WAY THEY DO, WILL BE QUOTED DAILY BY OUR OPERATIONS.

- 8. GALAXY'S WHOLESALE OPPORTUNITY—JUST AS AN AFTERTHOUGHT, GALAXY FOODS, INC. IS OFFERING, FOR A LIMITED TIME ONLY, THE EXCITING OPPORTUNITY FOR YOU TO EARN MONEY BY INTRODUCING NEW FIELD MANAGERS AND DISTRIBUTORS TO THE PROGRAM. WHEN YOU, AS A DISTRIBUTOR, INTRODUCE A FIELD MANAGER TO THE PROGRAM, YOU EARN A COMMISSION OF \$750. WHEN YOU INTRODUCE A DISTRIBUTOR TO THE PROGRAM, YOU EARN A COMMISSION OF \$2000. THIS OPPORTUNITY IS LIMITED TO GALAXY'S STANDING QUOTA OF 10.9 DISTRIBUTORS IN THE STATE OF NEW YORK, THIS OPPORTUNITY IS BEING MADE AVAILABLE SO THAT GALAXY CAN ADEQUATELY FINANCE, IT'S RETAIL OPERATION, WHILE PROVIDING IT'S DISTRIBUTORS WITH A VEHICLE TO EARN MONEY PRIOR TO THE START OF THE RETAIL.
- 9. ASSOCIATION--WITH SUCCESS MINDED INDIVIDUALS THAT ARE CONSTANTLY ON HAND TO
 AID AND ASSIST YOU WITH YOUR DISTRIBUTORSHIP. COMPLETE TRAINING IS PROVIDED FOR
 YOU AND YOUR ENTIRE SALES FORCE AS PART
 OF YOUR INVESTMENT. THIS TRAINING WILL
 GIVE YOU BACKGROUND IN SALES, MOTIVATION,
 SETTING UP AND MAINTAINING YOUR OWN RECORDS,
 ENTHUSIASM, AND ALL OTHER FACETS OF OPERATING
 YOUR DISTRIBUTORSHIP ALONG WITH ALL OF THE
 NECESSARY TECHNICAL KNOWLEDGE THAT GALAXY
 IS MAKING AVAILABLE.

1876
PLAINTIFF'S EXHIBIT 11

SUPERMARKET ANALYSIS



					STORE NEW YORK	\$ MILLION SALES	CHAIN .
1.	A & P	12.7%	OF	MARKET	694	\$915	17.8%
2.	PATHMARK (SUPERMARKETS GENERAL)	6.9%	71	11	73	500	9.7
3.	GRAND UNION	6.2%	11	"	225	450	8.7
4.	HILLS	4.6%	11	11	70	332	6.5
5.	FOOD FAIR	4.6%	11	,	143	330	6.4
6.	FOODARAMA	4.5%	**	. "	69	321	6.2
7.	BOHACK	4.2%	. 61	"	168	300	5.8
8.	WALDBAUMS	4.28	**	11	84	300	5.8
9.	FINAST	3.8%	11	"	105	275	5.3
10.	DAITCH	2.4%	11	11	97	170	3.3
	TOTAL	54.48					

*45.6% OF MARKET SALES CONTRIBUTED BY INDEPENDENTS (MCM 5 POPS) AND SMALL CHAINS.

**SALES ARE DECREASING FROM LARGER MARKETS AS PEOPLE LEAN TO MORE CONVENIENCE AND CONGENIALITY -VS- THE FACTORY STYLE BUSINESS NOW EXISTING.

SOME FACTS YOU MAY BE INTERESTED IN .

FACTS

- 1. POPULATION INCREASING 2.5--3.0 MILLION PER YEAR:
 - A. INCREASES IN FARM OUTPUT EXCEEDS POPULATION INCREASE

1950 (15.5)) PEOPLE SUPPLIED PER FARM WORKER

B. FARM LABOR FORCE:

1850 - 64% OF LABOR 1970 - 6% OF LABOR

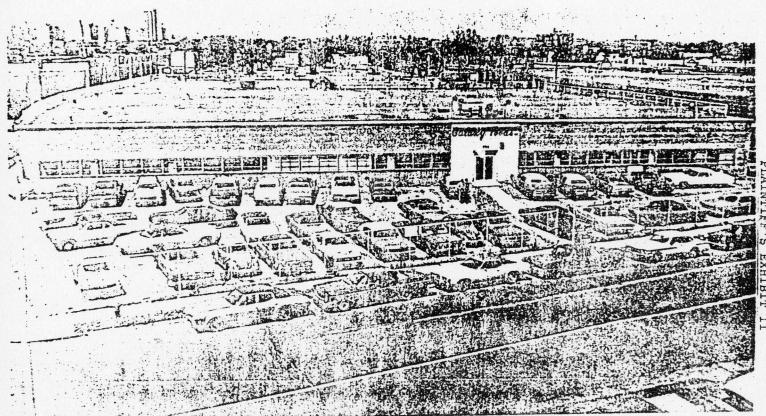
C. LABOR FORCE

WOMEN 29.5% SINGLE: 9.7% 8.8% 9.4% MARRIED: 14.8% 5.0% 7.5%

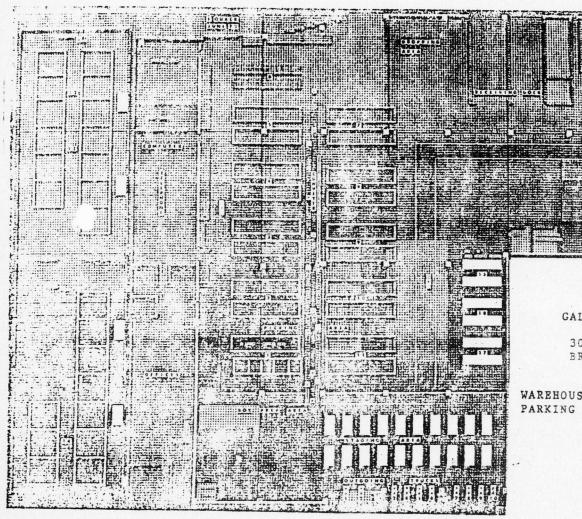
- 2. INCOME:
 - A. SINCE 1930 TO 1980 INCREASE FROM \$1,000 TO OVER \$10,000
 - B. INCREASE SPENT ON FOOD: SINCE 1933 24%
 1965 18.1%
 1970 16.5%
 - *MORE MONEY SPENT ON FOOD BUT DUE TO LARGER INCOMES, PERCENTAGES LOWERS
 - C. GOVERNMENT FOOD STAMP PROGRAM INCREASES SALES BY 8%
 - D. FARMER RECEIVES 41% OF CONSUMER DOLLAR SPENT ON FOOD
- 3. CONSUMERS:
 - A. CONSUMERS DO NOT UNDERSTAND MARKETING AND RISING FOOD PRICES
 - (1) FOOD MARKETING COSTS ARE INCREASING BECAUSE OF SERVICES, PACKAGING AND PROCESSING.
 - (2) LABOR NOW 30% OF COST OF MARKETING.
 - . PRICES, STORE LOCATION AND STORE PERSONNEL IMPORTANT.
 - C. COMPLAINTS OF CONSUMERS
 - (1) FASTER CHECKOUTS (20.6%)
 - (2) LOWER PRICES (19.9%)

- (3) MORE BRANDS (11.0%)
- (4) FEWER PROMOTIONS (7.4%)
- (5) BETTER MEAT (7.0%)
- (6) BETTER SHELF STOCKING
- (7) BETTER PRICE LABELING
 (8) LESS CROWDED AISLES
- (9) BETTER VEGETABLES
- (10) STORE GUIDE
- (11) FRIENDLIER SERVICE
- (12) CLEANER STORES
- D. CONSUMERS WILL PAY FOR CONVENIENCE FOODS, ELABORATE PACKAGING, PROCESSING AND RESPOND DIFFERENTLY TO PROMOTIONS AND ADVERTISING.
- E. SHOPPING
 - 1. LISTS 37% YES 63% NO
 - 2. SHOP 3 TIMES PER WEEK
 - 3. TIME 26 MINUTES
 - 4. PURCHASE 13 ITEMS :
 - 5. ADS 32% YES 68% NO
 - 6. WHO WOMAN 55% WOMAN/CHILD 15% MAN 118 MAN/WOMAN 98 OTHER 10%
 - 7. PURCHASES:

	PLANNED	UNPLANNED
		710
EGGS	66%	348
BREAD	43%	57%
CHEESE	22%	78%
MAGAZINES	11%	89%
CANDY	8 %	92%
ALL	31%	69%
GOURMET FOODS	13.9%	86.1%
MILK	45.28	54.8%



Galaxy Warehouse No.1 303 Stanley Ave. Brocklyn N.Y 11207



GALAXY WAREHOUSE #1

303 STANLEY AVENUE BROOKLYN, NEW YORK

WAREHOUSE - 40,000 Sq. Ft. PARKING AREA - 7,500 Sq. Ft.

ENLARGEMENT OF FREEZER
- & COOLER

1881

PLAINTIFF'S EXHIBIT 11

THOUGHTS OF A SUCCESS MINDED INDIVIDUAL

WHATEVER THE MIND OF MAN CAN CONCEIVE AND BELIEVE, IT CAN ACHIEVE.

THERE ARE NO LIMITATIONS TO THE MIND EXCEPT THOSE WE ACKNOWLEDGE.

BOTH POVERTY AND RICHES ARE THE OFFSPRING OF THOUGHT.

EVERY ADVERSITY, FAILURE AND HEARTACHE CARRIES WITH IT THE SEED OF AN EQUIVALENT OR A GREATER BENEFIT.

Success REQUIRES NO EXPLANATIONS--FAILURE PERMITS NO ALIBIS.

HAPPINESS IS FOUND IN DOING, NOT MERELY IN POSSESSING.

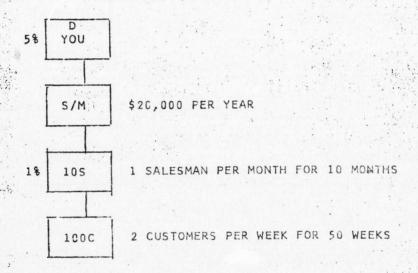
Anybody can wish for riches, and most people do, but only a few know that a definite plan, plus a burning desire for wealth, are the only dependable means for accumulating wealth.

THE LADDER OF SUCCESS IS NEVER CROWDED AT THE TOP.

QUOTED : "THINK AND GROW RICH" BY : NAPOLEON HILL

HOW WOULD YOU LIKE TO RETIRE AFTER TWO YEARS? SEEMS HARD TO BELIEVE BUT GALAXY CAN SHOW YOU HOW TO RETIRE WITH A \$600.00 PER WEEK INCOME.

THIS ILLUSTRATION IS PREDICATED ON YOUR ABILITY TO HIRE ONE SALES MANAGER AT A YEARLY SALARY OF \$20,000.00.



1000 CUSTOMERS AFTER TWO YEARS

X \$25.00 PER ORDER (BASED ON AN AVERAGE FAMILY OF 3.6 PERSONS) .

\$25,000.00 WEEKLY VOLUME AFTER TWO YEARS

X4% BASED UPON 5% DISTRIBUTORS REORDER OVERRIDE LESS 1% FOR SALESMEN

\$1,000.00 GROSS WEEKLY INCOME

352 WEEKS PER YEAR

\$52,000.00 YEARLY GROSS INCOME FOR DISTRIBUTOR

- 20,000.00 YEARLY SALES MANAGERS SALARY

\$32,000.00 NET INCOME FOR DISTRIBUTOR AFTER TWO YEARS OF PART TIME WORK!

THE FUTURE WITH GALAXY FOODS, INC.

GALAXY FOODS, INC. is a starting company. This sans that the opportunity for future positions with the Company is unparalleled and that you, as an independent GAJAXY Distributor, can earn large sums of money by setting up a sales organization, acquiring customers for GALAXY'S service, while at the same time holding a Company position in the field setting up new areas and building continued wholesale volume. This is not a carrot being dangled in front of your nose, because many persons in GALAXY have already been rewarded with Company positions that are going to mean added income some day. The rewards to be attained with GALAXY FOODS can only be determined by the efforts you are willing to expend. GALAXY is already in New York City, Long Island, Buffalo and Poughkeepsie. Our goals are to be nationwide and, eventually, world wide. If this seems ambitious, you're right. Without high goals and purposeful direction, you are destined to stay right where you are. State and Regional Directors are urgertly needed to expand CALAXY'S horizons and to expand the horizons of far-sighted Distributors. You and only you can determine your future with GALAXY FOODS.

Remember, think big and you'll be big; think small and
you'll be small. A goldfish in a fishbowl never grown to the size
to which it is capable of growing; but put that goldfish in a lake
and you've got a large healthy carp. Individual heeds and wants
can only be realized through knowledge and effort. You supply the
offort, we'll supply the knowledge—together we can't miss!!

1884

PLAINTIFF'S EXHIBIT 11

THE GALAXY BACK-UP TEAM

LEVINE & ELLMAN, CPA'S
3 MCKINLEY AVENUE
ALBERTSON, NEW YORK 11507
516 PI 6-2380
RON ELLMAN, CPA

BANKERS TRUST CO. 1321 KINGS HIGHWAY BROOKLYN, NEW YORK 11229 MR. WINKLER, VICE-PRESIDENT

MAR BORO PRINTING
2533 MCDONALD AVENUE
BROOKLYN, NEW YORK 11223
212 336-4051

AARON OFFICE SUPPLIES 1010 CONEY ISLAND AVENUE BROOKLYN, NEW YORK 11230 212 859-4020

ASTRA ENTERPRISES
1110 EAST 34TH STREET
BROOKLYN, NEW YORK 11210
212 377-9765

FAWCETT PUBLICATIONS, INC. GREENWICH, CONNECTICUT 06839 203 661-6700

GOLDSMITH BROTHERS
77 NASAU STREET
NEW YORK, NEW YORK 10038
212 267-7900

FILLMORE REAL ESTATE 1866 FLATBUSH AVENUE BROOKLYN, NEW YORK 11210 212 253-2500

GALAXY FOODS, INC.

BASIC BUSINESS MANAGEMENT TRAINING

CURICULUM

1st NIGHT

REGISTRATION

- A. HAVE STUDENTS STAND AND GIVE THEIR NAME, POSITION, SPONSOR, LENGHT OF TIME IN THE BUSINESS AND PREVIOUS (OR PRESENT) OCCUPATION.
- B. EXPLAIN THE RULES OF THE CLASS. PASS OUT PAFER AND PENS IF NEEDED.

I PURPOSE - WHY AM I ALIVE?

- A. A purpose is:
 - 1. A reason for living.
 - 2. Idealistic.
 - 3. Visionary.
 - 4. Non-Tangable.
 - 5. Almost unatainable.
 - 6. Constant.
 - 7. A benefit to everyone.
- B. How to establish your purpose:
 - 1. Write down what you want to accomplish in life.
 - 2. Add and delete as aspirations change.
 - 3. Pick a tentative purpose and start to work towards acheiving it.
 - Review and evaluate until a definite purpose is determined.

II GOALS - Play "A WORTHY DESTINATION"

- A. Goals help you decide wher are going and what you will accomplish.
 - 1. Where would a football player be without the goals?

- B. Goals should be:
 - 1. Realistic, attainable and personal.
 - 2. Conditions (helth, happiness) are not goals.
 - 3. A challange to your ability.
 - 4. High.
 - 5. Measurable by the amount of success attained.
 - 6. Flexible and reflect change.
 - 7. Extended over definite periods of time.
 - 8. Set in advance.
 - 9. Written.
 - 10. Shared.
 - 11. A commitment.
- C. How to establish your goal:
 - 1. Lable 3 sheets of paper;
 - a. Personal Goals
 - b. Family Goals
 - c. Business Goals
 - Write on each sheet a goal projection for 1, 3, 5, and 10 years.
 - 3. Make additions and deletions as aspirations change.
 - 4. Lable a 4th sheet "12 Month Master Plan."
 - Consolidate the 3 previous sheets to the MASTER PLAN by month.
 - 5. Keep records of your acheivments.
- D. Develop a plan and stick to it.
- E. Sell yourself on your goals.
- F. Make them become a burning desire within you.
- G. Ask yourself:
 - 1. What do I want out of life?
 - 2. Is it worthwile?
 - 3. Does it coincide with my purpose?
 - 4. What does it cost (money, time, effort, personal and family sacrifices)?
 - 5. Am I willing to pay the price?
- H. Under:tand how GALAXY can help you acheive your goals and purpose and your goals.

INSTRUCT THE STUDENTS TO WRITE DOWN THEIR GOALS AND PURPOSE FOR CLASS TOMORROW.

III TIME ORGANIZATION is the key to the door for your goals.

- A. Plan your work and work your plan.
- B. GET AN APPOINTMENT BOOK.
- C. Plan at least one day in advance.
- D. Write down your plans. Make two columns, IMPERATIVE and IMPORTANT.
- E. Take possesion of your mind to avoid allowing deviations from your work plan.
- F. Write down all ideas on paper.
- G. Establish good work habits.
- H. Become a self-motivator.

IV ATTITUDE - Play"THE MAGIC WORD".

- A. Maintain a positive mental attitude.
- B. Don't allow others to control your mind.
- C. THE MARTIANS have landed. Put up your shield.
- D. Be enthusiastic.
- E. Build a good self-image.
- F. SMILE. A forced smile is better than a sincere grouch.
- G. Use the mirror test.
- H. Remerber YOU are number ONF.
- I. You can't help others until you help vourself
- J. Attitudes on selling:
 - 1. Everyone sells everyday.
 - 2. 65% of the people earning over \$50,000 a year are in direct selling.

TUES, 14x

+ULUST 1 1173

Doinestic News

Section VI -- 43

And Act Provisions Coo Vague, Court Rules

WASHINGTON, Aug. 1 - A three-judge panel hasked open the door to partisan politics by federal noyes, but the workers have to wait for a Supreme and ruling before they cross any campaign thresh-

ed held that provisions of ... atea Act that ban partisan hes by federal workers are permissibly vague and phroad," and violate the espeech clause of the First dinent.

... while the judges said ... million federal employes in be allowed to engage in asan polities, toey left open . w. .. I mits should exist. · court dai not touch on the of whether federal ems may seek elective office.

.. il COURT, composed of .. i. derai a strict judges and roads come judge, ordered U. S. C.vil Service Commisa to built enforcement of the mis ons. But the decision is held in abeyance pending eview by the Supreme Court. at writing the majority opin-District Judge Gerhard A. son and the section of the attaggeous and unsatisfac-

4

"It incorporates by reference eve. 3030 rulings made by the "mission between 1856 and . . . when examined, they c a sweep and indefiniteness. .. no one would even attempt desc days to defend if anaand a most the strictures of

at Daily GESELL said some o, check is needed on polia activity by federal em-... But of the present ... J. No one can read the ... ascertain what it pro-

and are establed to be card asset about our so and east aly my and the second of the commence and the substantial in such

in the 2-1 rading Monday, the which areas of political activjoined in the opinion by District Judge Barrington D

In dissent, Appeals Court Judge George E. Mackinnon found no impermissible vague-Mackingan ness and said "the reasonable leasting in one is provided an ascertainable standard of conduct that does not impermissilve in lange on his First Amendment freedoms."

He said he would have ordered the commission to clarify

its culings. The suit was lodged against the commission by the National Association of Letter Carriers. a union of postal employes with about 26d 030 me abors, severa District of Columbia policies committees and a number of indeviduals.

When the suit was filed in March 1971, it asked that state employes covered by the Hatch Act those involved in programs with heavy fideral funding. also be included in any final decision. But Monday's ruling does not effect those state onpioves.

Miss America to Visit Troops in Viet, Thailand

ATLANTIC CITY, Aug. 1 (UPI) - Miss America and six contestants competing for her crown plan a trip to South Vietnam and Thadand to on-

tertain U. S. servicemen.

Laurie Lee Schaffer, Miss America, says she hopes that trip, sponsored by the USO, will show the GIS "they are being supported at home." The " Notalive agency employes trip begins Sunday and ends prior to the Miss America coniest in semember.

> Buila. Chapter, NAA introduces the CERTIFICATE IN WHITEHENT ACCOUNTING the prestige profess anal constitution CMA examination

MANUFACTURE. FIDE AVAILABLE MACHINE TOOL RESULDING FIRM

- . FINE REPUTATION • EXCELLENT FACILITIES
 • PRODUCT LINE AVAILABLE
- Information by Appointment 10 Melianny mealyons & EUSTIESS BROKERS & 337 CLEVELAND DRIVE 837-1140 OR 773-4180

CLEAN GUTTERS MEAN LONGER LASTING COUNTIE UTI GILL 7777, 875-0707

> 326 Hinman Ave Contractors Euffalo, H. Y. 50505:355395:3556

NOW LEASING SPACE 5,000 TO 500,000 SQUARE FEET

* 40 FT. HIGH CEILINGS * SPRING * HEAVY ELECTRICAL POWER * MODERN AIR-CONDITIONED OFFICE . SPRINKLERED

* 31 ACRES FENCED IN * 24-HOUR GUARD SERVICE * PARKING FACILITIES FOR OVER 1000 CARS

WE WILL SUB-DIVIDE TO SUIT YOUR NUMBER AMPORT INDUSTRIAL PAIN 455 CAYUGA RD. (Formerly Twin Coach) 004-7020

Cartina actualism a intina 11 UC 1 7 10 TO TO TO THE PARTY OF TH

Con words down to is on the threshold of the most exciting new service available to the consumer in the world today.

A \$2000 or \$5000 BUARANTEED HAVESTALLING If you're a professional looker, look some bace elsel Durit you're a self-motivated, money orientated man or woman, residing in New York State -

DO IT NOW

GILL CILIMIY FOODS MG

Call if you care about your future 004-210

920 NIAGARA FALLS BLVD.

DENIFICIAL FILLANCE CO. of New York, Inc.

and

of New York, Inc.

... farmerly of 1127 Breadway is new eyon ler haviness at

EL DIALIST SEXHIBIT 16.

8/20/72

taran representano por mat no

¿ESTA USTED. PREPARADO PARA GAMIR \$50,000 AL AÑO?

CALAMY FOODS

Está en el comienzo del más excitante servicio disponible al consumidor de hoy.

con una inversion de

\$2.000 0 \$5.000

GARANTIZADA que le hace a usted parte de "Food Fone", la agrupación del dinero.

Cerca de 350 de sos amigos, vectuos y familiares ya han investigado e invertido en la

"FORMULA MAGICA PARA EL EXITO"

Elaborada por GALAXY

isi Usted es un buscador profesional busque en otra sitio!
pero si Usted es una de esas personas con su propia multyación, preioso de goner "nueho dinero" ya sea hombre-o mujer

HIMAGALO AMORA MISMONS

Asista a una de nuestras reuniones de negocio

COMPLETAMENTE EN ESPAÑOL

Microcles 23 de Agesto, 8:30 p. m.

EN EL SUMMIN MOFEL Embassy Suite

CALLE 51 V LEMINGTON AVE

ASISTA SI LE MITERESA SU FUTURO

Para mas informacion Llamar

(212) 525-3904

(An Fqual Opportunity Business ()ppty)

Lo So Piorda Lipostra TV do Fin do Somuna



Rerébetas - Laimales - Payacon Perres geniales - Proposicios e Landieles - Leopardo de mais-

"HL DIADIC-LA.
188 BAICCHES, MICS

Traiga sus Niños y Dividrtase as espectáculo :

....jNo se

HDebut Mión

de Seption

Y POR UNA SELA

EL DIARIO-LA PREMSA

10:00 a 12:00 A.M., dedicada a dospesso.

los cuales no obsequiaca con un total do
de esos centros deben escribir en papel.

a Mr. Samuel Relam. Vice tre ciento
EL DIALLO-LA PALA SA.

PLAI TIFT S EXHIBIT 17.

AFUERZ MIRIZ (Lithing)

Page Twelve

THE DANARSIF COURIER, BROOKLYN, N. Y. 11236

Armchair Shonning On Way To Canarsia Via Food Fore

Now that men are landing on the moon, housewives will be able to call code numbers over the phone -- to have meat and groceries delivered.

Free deliveries. Competitive prices. Armchair conience. A cozy combination.

ready to roll in Canarsie as of October. In fact. Canarsie is the hub of the Galaxy wheel. The new go-getting company is based here at 303 Stanley Ave. on the edge of the Flatlands Industrial Park and its trucks will be serving surrounding Brooklyn and Queens areas.

Brooklyn and Quoens areas.

How does it work? A bit like 1884, but as the old saying goes, "suddenly it's 1984." In a nutshell (and Galaxy will supply everything from soup to nutshell (and Galaxy will supply everything from soup to nutshell (and Galaxy catalogue as a guide to items, prices, and specials; dial Food Fone 257-551) and simply read off the code numbers of the foods desired. Delay rice are made on the next give or take one hour of the you request.

Los ay people will take the temporary of the cartons will go onto the cartons will go onto the cartons will go onto the service and fresh-frozen items, descriptions of the cartons will go onto the service of the cartons will go onto the service of the cartons of Galaxy woonder.

of the cartons will go onto the car of carefully-planned car of carefully-planned cardy wonder Galaxy basedquarters offices look like Wer Games planning chambers. These folks mean business. What about prices "Their eyes twinking with fervor, Galaxy staffers say "Quate competitive!" Them they unleash a barrage of other features to make housewives possibly act as they do in commercials such as leap and kick their heels. "No freezer to buy; no contract to sign no minimum weekly or monthly wolume; no advance payment! Another open secret at Galaxy-before long they hope to supply customers with credit card convenience, I deai for those times you evish to prepare a feast to impress the boss and win a rease. In order to enjoy that credit card all the more. Everyone hearing about Galaxy wenders how the company will manage to supply catalogs for customer convenience. Should a struggling company be so burdened at the outselt? Save your tents. These lands will feature brand name ads in the catalogs to balance out costs. The plan is for everyone to be happy quality, in fact, will be spotlighted with U.S.D.A. choice meats offered tresh daily produce, seedood and pournet toods will also be as near as your plane! — a total variety of about 3.600 items.

'as near as your phone a total variety of about 3,600 items.

Presumably on meats, prices of which change from day-to-day, customers can get quotations from Food Fone. This could make

from Find Fore. This could make order is exciting as calling one's stockbroker. Speaking of things financial, Galaxy is a "growth company" with present operations in the city. Long Island, Poughkeepsie. Buffalo, and Montreal — and with its eyes on nationwide and maybe worldwide coverage. In good old IBM style, Galaxy headquarters offices are hopping with amonther than the country of the countr

worldwide coverage. In good old IBM style, Galaxy headquarters offices are hopping with ambitious executives and secretaries and the walls glow with inspirational messages to the effect that people would rather eat than almost anything so the tuture can be ropy indeed. Top brass is a quartet of pleasant, hard-driving young men led by Chairman of the Board Arty Lee, who developed the Food Fone ides. Arty, a Midwood HS and U of Maryland graduate, has spawned dynamic business notions on the basis of nine soild years in showbusiness. He enterlained at the Copacabana in the city, Lucayan Beach Hotel in the Bahan, as and New Frontier in Las Vegas Is it possible that calling for room serie gave Arty the idea?

Raiph Avin, who had worked with Arty Lee in previous business actures, is Corporate President. Charles Horowitz, MENSA member, is Corporate VP, and the affable rapid calculating Bruce Katz is President of the Executive Board.

A gentleman with high expertise in warehousing. Franz



HIGH ANGLE VIEW of the Galaxy Food Fone warehouse and service center at 303 Stapley Ave. shows scope of new firm's drive for success in populous area.

Technologists Another member

Technologists Another member of the Executive Board is Sieven Roth, First VP in charge of Field Operations.

Also on the Executive Board are John Celano, Exec VP of Administration and his colleages. Chiris Marinaccio, Exec VP of Advertising, Exec VP. Thomas Rosenbach, Transportation, and Exec. VP. Don. Kirsch. Marketing.

Exec VP
Marketing
Pranchises for distributors fuel
Galaxy finances from within
Distributors in turn receivily
whose in-

Higherinators in time receivil Fig. 1 Managers whose in fig. 1 Managers in fig. 1 Managers with Galaxy set up. There is even a framework for associations of Distributors and Field Managers to enhance rectr. Ling and provits. You can bet he whole shebang will be computerized, if only to provide a "scorecard to know who the players are". The shipy new computer requirement will hear out Galaxy's forward-mindedness.

Raiph Avni, who had worked with Arty Lee in previous business inclures, is Corporate of the President. Charles Horowitz. MENSA member, is Corporate of the Executive Solard of the Executive Solard Calculating Bruce Katz is President of the Executive Solard Calculating Bruce Katz is Board A gentleman with high expertise in warehousing. Franz Quack, reports to the top execs. Franz is a member of the National Institute of Food

radius of the warehouse — a lot of hingry mouths to feed. Does it mean the times they are a changin for the giant chain markets and the quaint. Moin in Pop stores? Only time will tell about the dent Galaxy makes, insiders say. But competition has never hurt, the consumer, that's for sure. And for folks who would like to pick up the phone rather than nattle traffic and check-out queies. Galaxy Food Sone offers an alternative.

October is the month you'll be able to do your marketing, phone and catalog in hand, from that easy chair.



GALAXY FOODS, INCORPORATED 1864 FLATBUSH AVE BROOKLYN N.Y. 11210

DISTRIBUTOR APPLICANT AND AGREEMENT FORM

DIST	RIBUTOR
SS#	117-20-0303
MR. MRS. MISS	FRANZ QUACK
STREET	555 - SIN STREET
CITY DRO	CALISTATE . 112ZIP
SIGNATURE	- 11.7 C C C C C C C C C C C C C C C C C C C
	I HEDERY ACDES

55		
MR. MRS.		The state of the s
MISS.		
STREET		
CITY	STATE	ZIF

PURCHASE A DISTRIBUTORSHIP FROM

	GALAXY FOODS, INCORPORATED
PURCHASE PRICE	ss# 117 - 28 - 6945
\$ 1.000.00	MF MRS. MTSS Werner Kunst
POSITION Rield Mana	ADRESS Wurmkamp 1
Field Mana	
DEPOSIT .	TELEPHONE (0411) 830 791 WATE OF BIRTH 11/12/32
\$	PRESENT VOCATION Electro Service Engineer
	PERSONAL REFERENCE NAME. ADDRESS ASS Park Av. NY.
	BUSINESS REFERENCE NAME TO NEW AV. NY.

BUSINESS REFERENCE

(BANK)

c/o F.Quack 565-9th.St. Bklyn, NY11215 499 6938

TERMS AND CONDITIONS

Doboy ADDRESS Wisconson

NAME.

(1) THE APPLICANT HEREBY OFFERS, SUBJECT TO THE FOREGOING TERMS AND CONDI-TIONS, TO BECOME .. DISTRIBUTOR WITH GALAXY FOODS, INC., HEREAFTER CALLED "GALAXY", APPLICANT ACKNOWLEDGES THAT HIS/HER EXECUTION OF THIS APPLI-CATION SHALL IN NO WAY BIND GALAXY UNTIL SUCH TIME AS THIS OFFER IS ACCEPTED BY GALAXY. (WHICH ACCEPTANCE SHALL BE CONSTITUTED BY THE EXECU-TION OF THIS APPLICATION BY AN OFFICER OF GALAXY.)

IF THIS OFFER IS ACCEPTED, APPLICANT HEREBY AGREES AS FOLLOWS:

(1) THE LAWS OF THE STATE OF NEW YORK SHALL APPLY TO THIS AGREEMENT. THIS OFFER IS SUBJECT TO ACCEPTANCE IN NEW YORK BY GALAXY.

(2) APPLICANT WILL OPERATE HIS/HER DISTRIBUTORSHIP SELLING GALAXY DISTRI-BUTED PRODUCTS, BUYING THE SAID PRODUCTS AT THE SAID STIPULATED DISCOUNT PRICE AS SET FORTH IN THE THEN CURRENT GALAXY MANUAL.

(3) THE RIGHTS GRANTED UNDER THIS AGREEMENT CONSTITUTE A NON-EXCLUSIVE, NON-TERRITORIAL RIGHT TO SELL GALAXY'S SERVICES.



(4) APPLICANT SHALL BE AN INDEPENDENT CONTRACTOR. APPLICANT SHALL NOT HOLD HIMSELF OUT AS AN EMPLOYEE, SERVANT, AGENT OR LEGAL REPRESENTATIVE OF GALAXY. APPLICANT HEREBY AGREES THAT THIS AGREEMENT DOES NOT CONSTITUTE A JOINT VENTURE, JOINT ARRANGEMENT, CO-PARTNERSHIP OR ANY RELATIONSHIP OTHER THAN INDEPENDENT CONTRACTOR WITH GALAXY. APPLICANT WILL NOT, DIRECTLY OR INDIRECTLY, CREATE ANY OBLIGATIONS FOR GALAXY. APPLICANT HEREBY AGREES THAT GALAXY SHALL NOT BE LEGALLY RESPONSIBLE OR LIABLE FOR ANY ACCOUNT OBLIGATION, CONTRACT OR AGREEMENT ENTERED INTO BETWEEN APPLICANT AND ANY THIRD PARTY.

(5) APPLICANT AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS, GALAXY, AGAINST ALL CLAIMS DEMANDS OR CAUSES OF ACTION, WHATSOEVER, BY WHOMSOEVER PROSECUTED OR DEMANDED, AND FOR ANY OR WHATEVER ACCOUNT ARISING OUT OF THE OPERATION OF APPLICANT'S DISTRIBUTORSHIP. APPLICANT AGREES TO COMPLY WITH ALL LAWS, RULES, AND REGULATIONS OF ALL STATES, CITIES, MUNICIPALITIES AND OF THE FEDERAL GOVERMENT OR OF ANY OTHER GOVERNMENTAL AGENCY, AUTHORISS OR ENTITY WHICH ARE APPLICABLE, OR ANY CHARGES MADE WITH REGARDS TO HIS/HER BUSINESS.

(6) APPLICANT AGREES TO ABIDE BY ALL RULES AND REGULATIONS OF GALAXY SET FORTH IN GALAXY'S THEN, CURRENT MANUAL. APPLICANT AGREES TO PUT FORTH HIS/HER BEST EFFORTS TO PROMOTE AND MARKET THE BUSINESS, PRODUCTS AND

MERCHANDISE OF GALAXY.

(7) APPLICANT AGREES THAT GALAXY MAY, AT ITS OPTION, CANCEL THIS AGREEMENT AT ANY TIME DURING WHICH THIS AGREEMENT HAS BEEN BREACHED BY APPLICANT SUCH CANCELLATION SHALL NOT RELIEVE APPLICANT FROM ANY OBLIGATION TO PAY ALL AMOUNTS DUE AND OWEING TO GALAXY.

(8) APPLICANT UNDERSTAND THAT HE/SHE MUST USE HIS GOOD FAITH AND EFFORTS TO PROMOTE GALAXY IN OPERATING HIS/HER DISTRIBUTORSHIP AND THAT IN THE EVENT HE FAILS TO COMPLY WITH SAID RULES AND REGULATIONS, OR THE TERMS OF THIS APPLICATION AND AGREEMENT, THAT GALAXY SHALL HAVE THE RIGHT TO PLACE HIS/HER DISTRIBUTORSHIP IN THE IN-ACTIVE STATUS, WHICH WILL TERMINATE HIS ELIGIBILITY TO SPONSOR ANY NEW DISTRIBUTORS OR TO RECEIVE COMMISSIONS.

(9) THE APPLICANT UNDERSTANDS AND AGREES THAT IT SHALL BE GROUNDS FOR TERMIN--ATION OF HIS!HER DISTRIBUTORSHIP IF, AFTER THIS APPLICATION IS ACCEPTED, HE SHOULD ENGAGE IN A DIRECTLY COMPETING ENTERPRISE INVOLVING THE WHOLESALING, RETAILING, MARKETING OR MANUFACTURING OF FOODS OR OTHER ITEMS COMMONLY SOLD IN FOOD SUPERMARKETS, WHILE A DISTRIBUTOR OF PRODUCTS SOLD BY GALAXY. APPLICANT SHOULD NOT DISSUADE ANY PERSON FROM CONTINUING HIS/HER ASSOCIATION WITH GALAXY OR PERSUADE ANY PERSON TO ENGAGE IN A DIRECTLY COMPETING ENTER-PRISE. IF THE APPLICANT IS, AT ANY TIME AFTER THE ACCEPTANCE OF THIS APPLICAT-ION BY GALAXY, TERMINATED AS A DISTRIBUTOR, FOR ANY REASON WHATSOEVER, THE APPLICANT AGREES THAT HE WILL NOT DIRECTLY COMPETE IN THE RETAILING, WHOLE-SALING, MARKETING OR MANUFACTURING OF FOODS, AND OTHER ITEMS COMMONLY SOLD IN FOOD SUPERMARKETS, FOR SIX MONTHS FOLLOWING HIS TERMINATION, WITHIN A RADIUS OF TEN MILES FROM APPLICANT'S RESIDENCE WHERE HIS GALAXY DISTRIBUTORSHIP WAS GRANTED. THE APPLICANT ALSO AGREES THAT SHOULD HIS DISTRIBUTORSHIP EVER BE TERMINATED FOR ANY REASON WHATSOEVER, HE WILL NOT SOLICIT OR PERSUADE ANY WHOLESALERS, RETAILERS OR DISTRIBUTORS OF THE PRODUCTS SOLD BY GALAXY TO EN-GAGE IN A DIRECTLY COMPETING ENTERPRISE AS DEFINED HEREIN FOR SIX MONTHS AFTER HIS TERMINATION. HE ALSO UNDERSTANDS AND AGREES THAT THE REASONABLE AND FAIR DAMAGES FOR BREACH OF THIS COVENANT SHALL BE THE FORFEITURE OF ANY INCOME OR PROFITS GAINED BY SAID SOLICITATION OF DISTRIBUTORS, EMPLOYEES OR RETAILERS.

. IN THE EVENT THAT TH	IIS OFFER IS ACCEP	TED GALAXY AGR	REES AS FOLLOWS:	
(1) GALAXY AGREES TO F	URNISH TRAINING A	S SET FORTH IN	THE THEN CURREN	T GALAXY
MANUAL TO APPLICANT AN	ID HIS/HER SALES P	EOPLE.		
(2) GALAXY AGREES TO F	URNISH ALL FORMS.	CHARTS AND OT	HER SALES AIDS C	URRENTLY
USED BY GALAXY TO APP	LICANT AT THE THE	N CURRENT PRIC	FS AT APPLICANT!	S COST
(3) GALAXY AGREES THAT	APPLICANT MAY IN	WRITING CANCE	THIS ACREMENT	AT ANY
TIME AT HISTHER OPTION	IN THE EVENT AD	DI TOAKT CHALL	CANCEL HICKHEN	AL ANI
MENT APPLICANT AGREES	THAT AS ELLE CONS	TOPPATION TO	CANCEL HIS/HER A	GKCC-
MENT APPLICANT AGREES	THAT AS FULL CONS	IDERATION TO G	ALAXY FOR THE RI	GHI OF
SUCH CANCELLATION, GAL	AXT MAY RETAIN AN	IY REFUND THEN	DUE APPLICANT.	
I. (1) THIS AGREEMENT,	IF AND WHEN ACCE	PTED BY GALAXY	, SHALL CONSTITU	TE THE
ENTIRE AGREEMENT BETW	IEEN PARTIES AND A	PPLICANT ACKNO	WLEDGES THAT ANY	OR ALL
ORAL REPRESENTATIONS	BY EITHER PARTY H	ERETO HAVE BEE	N MERGED INTO TH	15
WRITTEN AGREEMENT.				
(2) APPLICANT ACKNOWL	EDGES THAT:			
(A) GALAXY, PRESENT	LY. IS NOT RETAIL	ING. FOODS OR	OTHER SUPERMARKE	TITEMS
(B) GALAXY IS A STA	KTING COMPANY AND	IT MAY NEVER	DEVELOP TO THE P	
WHEREBY DISTRIBUTOR	S MAY FARN PROFIT	S SALADIES OD	COMMISSIONS EDO	M TLE
SALE OF SUCH ITEMS.	S MAI CARN FROIT	3, 3ALARIES CR	COMMISSIONS FRO	M INC
		ED INVESTMENT	HITTI CALAVI IC A	
(C) APPLICANT UNDER	STANDS THAT HISTE	EK INVESIMENT	WITH GALAXY IS A	HIGH
RISK INVESTMENT, HO	WEVER, APPLICANT	HAS DETERMINED	SUCH INVESTMENT	, ALTHOUGH
WITH RISK, IS A SOU	IND VENTURE INVEST	MENT WITH A NE	W AND EMERGING C	OMPANY,
POSSESSING A HIGH P	OTENTIAL FOR SUCC	ESS.		
	11.		2/20/72	
	APPLICANT SI	GNATURE	DATE	The last terms of the second s
HOME OFFICE	USE ONLY A	PPROVED BY:	V 1.	V Y Y
			CORPORATE OFFICE	P
	1.1		JOHN OHNIE OFFICE	
	7:1			, ,
STAE NEW York	QUOTA. 1,079	TITLE:	Concession of the control of the con	f !
			/	
TOTAL SOLD				
APPLICANTS INITIAL	W.K.	••		

GALAXY FOODS, INC.

AGREEMENI

BETWEEN

THE BOARD OF DIRECTORS

GALAXY FOODS, INC.

NEW YORK, N.S.A.

WERNER KUNST, IST ASST. V.P.
GALAXY FOODS, INC.
HAMBURG, GERMANY

WHEREAS: MR WERNER KUNST HAS DEMONSTATED GREAT DESIRE, ENTHUSIASM AND BELIEF IN THE GALAXY MARKETING CONCEPT AND;

WHEREAS: GALAXY FOODS WILL, SHORTLY, BE IN RECEIPT OF \$1000 FROM MR KUNST WHICH WILL BE USED TO PURCHASE A FIELD MANAGERSHIP FOR MR. KUNST FROM GALAXY FOODS, INC. AND;

WHEREAS: MR. KUNST IS A RESIDENT OF HAMBURG,
GERMANY AND HAS INTENTIONS OF RESEACHING
THE FEASIBILITY OF OPENING OPERATIONS
OF GALAXY FOODS, INC. IN EUROPE, THEN;

THEREFORE: GALAXY FOODS, INC. SHALL RE-IMBURSE
MR. KUNST, FOR ALL EXPENSES OCCURED
FOR RESEARCH, UP TO AND INCLUDING,
\$200.00 (DM 600.00) PER MONTH, FOR
THE MONTHS OF JANUARY, FEBRUARY, MARCH
AND APRIL OF 1972 AND;

THEREFORE: MR WERNER KUNST IS APPOINTED AS FIRST ASSISTANT VICE PRESIDENT OF EUROPEAN OPERATIONS AND;

THEREFORE; MR. KUNST AGREES THAT ALL RESEARCH BE KEPT IN THE STRICTEST CONFIDENCE THEN;

THEREFORE: WE AFFIX OUR HANDS ON THIS 31ST DAY OF DECEMBER 1971.

EXECUTIVE OFFICES: 1864 FLATBUSH AVENUE - BROOKLYN, NEW YORK 11210

PLAINTIFF'S EXHIBIT 20 FIELD MANAGER'S ELEVATION FORM

THIS IS TO CERTIFY THAT Mr. Werner Kur	nst ,	A DULY REGISTER
FIELD MANAGER WITH GALAXY FOODS, INC.,	HAS THIS DAY	INVESTED THE
ADDITIONAL SUM OF \$ 2,000 IN ORDER T	O ELEVATE TO	THE POSITION
OF DISTRIBUTOR IN ACCORDANCE WITH THE G.	ALAXY MARKET	ING CONCEPT.
THIS ADDITIONAL INVESTMENT CONSTITUTES	THE TOTAL RE	QUIREMENT
NECESSARY TO BECOME A DISTRIBUTOR. THE	NEW DISTRIBU	TOR SHOULD
CONTINUE TO CONDUCT HIMSELF WITH HONEST	Y AND INTEGR	ITY AND
TAKE ADVANTAGE OF ALL TRAINING AS MADE	AVAILABLE BY	GALAXY,
REALIZING THAT THESE ARE THE FACTORS TH	AT WILL HELP	TO INSURE
HIM OF HIS GOALS BEING ATTAINED.		
May 22,1972 DATE Franz Quack SPONSORS NAME 117 - 28 - 8388 SOC. SEC. # Cuch SIGNATURE	117 - 28 500 S1G	- 6945 . SEC. #
APPROVED BY: ,	SE ONLY	
Com to feet the		
Change Wille Stand		CAL 101

GAL101

1896

PLAINTIFF'S EXHIBIT 20

No. A1459353

TELLERS CHECK

THE WILLIAMSBURGH SAVINGS BANK

BROOKLYN, N.Y.

3308 97-01

MAY22-72 PAY \$***2000.00 \$***2000.00 C5 TC

GALAXY FOODS INC. ***

PAY TO_

Council de haife

TO THE CHASE MANHATTAN BANK 43 BROOKLYN, N.Y.

1459853# 1:0210#00021: 043#4#003943#

1897

PLAINTIFF'S EXHIBIT 20 FIELD MANAGER'S ELEVATION FORM

THIS IS TO CERTIFY THAT I'm. Werner Ku	mat , A DULY REGISTERE
FIELD MANAGER WITH GALAXY FOODS, INC.,	HAS THIS DAY INVESTED THE
ADDITIONAL SUM OF \$ 2,000 IN ORDER	TO ELEVATE TO THE POSITION
OF DISTRIBUTOR IN ACCORDANCE WITH THE	GALAXY MARKETING CONCEPT.
THIS ADDITIONAL INVESTMENT CONSTITUTES	THE TOTAL REQUIREMENT
NECESSARY TO BECOME A DISTRIBUTOR. THE	NEW DISTRIBUTOR SHOULD
CONTINUE TO CONDUCT HIMSELF WITH HONES	TY AND INTEGRITY AND
TAKE ADVANTAGE OF ALL TRAINING AS MADE	AVAILABLE BY GALAXY,
REALIZING THAT THESE ARE THE FACTORS T	HAT WILL HELP TO INSURE
HIM OF HIS GOALS BEING ATTAINED.	
May 22,1972	117 - 23 - 6945
DATE	SOC. SEC, H
Pranz Quack	Many Kinist
SPONSORS NAME	SIGNATURE
117 - 20 - 0303 SOC. SEC. # FIGURE SIGNATURE	
SIGNATURE	
되고 보고 보다면 하면 가는 것이 없는 다른 사람들이 되고 있다. 그리고 있는 생각하면 생각이 되었다. 그리고 있는 것은 사람들이 가득하는 것이 없는 것이 없었다. 그리고 있다는 사람들이 없는 것이	USE ONLY
Victorial 1.	
Chines The End	
TITLE	CAL 101

GAL101

THE FUTURE WITH GALAXY FOODS, INC.

GALAXY FOODS IS A STARTING COMPANY. THIS MEANS THAT THE OPPORTUNITY FOR FUTURE FOSITIONS WITH THE COMPANY IS UNPARALLED ANY-WHERE ELSE IN THE BUSINESS WORLD. THIS MEANS THAT YOU, AS AN INDEPENDENT GALAXY DISTRIBUTOR, CAN EARN LARGE SUMS OF MONEY IN THE FIELD BY SETTING UP A SALES ORGANIZATION, ACQUIRING CUSTOMERS FOR GALAXY'S SERVICE, WHILE AT THE SAME TIME HOLDING A COMPANY POSITION IN THE FIELD SETTING UP NEW AREAS AND BUILDING UP CONTINUED WHOLESALE VOLUME. THIS IS NOT TO BE CONSTRUED AS A CARROT BEING DANGLED IN FRONT OF YOUR NOSE, BUT MANY PERSONS IN GALAXY HAVE ALREADY BEEN REWARDED WITH COMPANY POSITIONS THAT ARE SOMEDAY GOING TO MEAN ADDED INCOME. THE REWARDS TO BE ATTAINED WITH GALAXY FOODS CAN ONLY BE DETERMINED BY THE EFFORT YOU ARE WILLING TO EXPEND. GALAXY IS ALREADY IN NEW YORK CITY, BUFFALO, POUGHKEEPSIE, MONTREAL, CANADA AND NEARBY NEW JERSEY. OUR GOALS ARE TO BE NATIONWIDE, AND EVENTUALLY WORLD WIDE. IF THIS SEEMS AMBITIOUS, YOU'RE RIGHT. WITHOUT HIGH GOALS AND A PURPOSEFUL DIRECTION, YOU ARE DESTINED TO STAY RIGHT WHERE YOU ARE. STATE, REGIONAL AND NATIONAL DIRECTORS ARE URGENTLY NEEDED TO EXPAND GALAXY'S HORIZONS AND TO EXPAND THE HORIZONS OF FAR SIGHTED DISTRIBUTORS. YOU AND ONLY YOU CAN DETERMINE YOUR FUTURE WITH GALAXY FOODS.

REMEMBER, THINK BIG AND YOU'LL BE BIG; THINK SMALL AND YOU'LL BE SMALL. A GOLDFISH IN A GOLDFISH BOWL NEVER GROWS TO THE SIZE WHICH IT IS CAPABLE OF GROWING TO; BUT PUT THAT GOLDFISH IN A LAKE, AND YOU'VE GOT A LARGE, HEALTHY KARP. INDIVIDUAL NEEDS AND WANTS CAN ONLY BE MANIFESTED WITH KNOWLEDGE AND EFFORT. YOU SUPPLY THE EFFORT, WE'LL SUPPLY THE KNOWLEDGE. TOGETHER WE CAN'T MISS!!

UNLESS YOU ARE DESIROUS OF BECOMING FINANCIALLY
INDEPENDENT AND A SUCCESS IN LIFE......

DO NOT OPEN THIS LETTER PLEASE THROW IT AWAY

WE ARE ONLY INTERESTED IN POTENTIAL WINNERS 1111

Dear Friend.

Just recently I was introduced to the most dynamic organization and financial opportunity I had ever seen. An opportunity that was destined to change my life. This letter is one of our ways of starting your introduction to the same opportunity.

If my method of introduction seems unorthodox, that's good, because people who are strictly orthodox usually never accomplish much in life . . And we are . . . And you should And you CAN

- Would you like to earn over \$2,000 per month?
- Would you like to double this figure within the following 12 months?
 - Would you like to be free to work anywhere in the United States, Puerto Rico, Canada or Mexico without sacrificing your income?
- * Would you like to be a part of one of the worlds fastest growing organizations, where career potential is unlimited?
- * Would you like the idea of being closely associated with a man who at the age of 35 is a multi-millionaire and who will teach you his techniques for accumulating wealth and success?
- Would you like to be financially able to vacation at least 2 months out of every year,
 and not have to worry about where the money is going to come from to pay for it?
 because you'll have it!!
- * Would you like to develop a high degree of positivity and piece of mind through an association with other success-minded individuals, who are making it and will help you to make it?
- * And lastly—Do you feel that you have ideas, inner ambitions, and a genuine feeling that if you were given the chance you could make yourself successful?

If you answered the above questions with an honest yes, you could be building a solid future for yourself with us, for we can provide all of the above and much more. We are a fast growing membership of people who want more out of life than mediocrity, and are getting it . . . NOW Not years from NOW.

If you are like I was a famonths ago, you dream of financial independence; independence from a humdrum job or business that may never get you anywhere but will take years of good living off of your life; an independence from a boss that could really care less about your future; an independence from a job with salary limits and dead end streets. You may feel as I did "I Have only one life to live, why not live it NOW rich and successfully.

If you like what I have said in this letter, consider this your invitation to call me and learn more about this fantastic opportunity. "Opportunity knocks only once" — BE SURE YOU OPEN THE DOOR!!!

Part-time and Full-time positions available

Sincerely,

M.-F. (37) 5-6 (37) 1-10 (37)

H. R. Beck (516) 466-3937

"A Wise man always investigates what a Fool disregards".

DIRECTOR AND PROPERTY OF A PARTY OF A	£ 12		1 4
ES () \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	Sa		
Tis. () () () () () () () () () ()	1100		d
SURSETT ASSOCIATION OF THE STREET	STRIET		
STATE ZIP	SIGNATURE A DIELABUTCES	SHIP FROM	272
S PARSAN VOCATION OF THE OF	15 4 miles	3/1/2/2	
(BANK)	20 6 16 21		

I The appliance here's affore, subject to the formaing terms and conditions, to become a demandary with Calary France, less have after called "Selecy", Applicant . colour? I as the his/he encourses of the appetromaton short in no way bind Galary until such time that this offer is accorted by Galary. ("hich acceptance shall be constituted by the execution of this application by an officer of Galage).

for is accomted, applicant hereby egrees as follows: If this

(1) The larger the State of Ner fork shall apply to this processor. This offer ic abject to accept the in the test of Calary.

(2) Applicant will o crate his/her distributorship welling Calany distributed products, buying the said was not the stimus and discount price as set forth the the ten, ourrent Calany resual.

BEST COPY AVAILABLE

(3) The rights granted union this agreement constitute a non-exclusive non-territorial right to soll Colony's a place.

(4) Applicant chall be an interendant and mactor. Undicant chall not hold himself out as a employed, servent, agent on local representative of Galuge. Applicant hereby a reas that this are among does not constitute a joint venture, joint arrangement, co-provide explain or any relationship other than interpretant contractor of Galage, while and will not directly or interestly, create and obligations for Galage, whiteher here's extremation that Galage shall not be by any remonsible or interest for any accounts Shingtion, contract or expected entered and letters applicant and any third nextly.

(5) Applicant are as a communication may and in a color. Calary, are instable characteristic demands or or more of which are not only view or view of an area of an area of a far any or whitever accommunication of the or emution of annions. Applicant across to early with all land, which are not remarkable of all abates calls, an interval lies and a contract powers and a major which are not a contract of an area of all and are not a contract of a c

(6) Applicant express to abule by all me or rid to platform of Calagreet forth in Galagree them. common remode, Jords to some a to out ford his/her best offerto to provide as a remode the lower as, a cost of a content of all reserves.

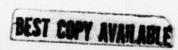
to promite on market the business, ments and creeks for all college.

(7) Applicants a second for a print, at its opinion, samed this numericant at any time during which this appropriate has been broaded by applicant. Such concells and not relieve a light from the opinion of the college.

- on the college during and college of the col

configuration to the second of the second of

distributions of the product of the second of the control of the product of the control of the c in a diseasily companies of a transmiss that we she disleved by a resolution, and about or innefacturing of them empelor it is entable on a feet one realist, hile a distributor of morners will by Galery, IV: and issue a tori distribute by person from continuing his/, an economic in a consequence discurde the recessor from enging in a directly entropies enterprise. If the Arphone is, or any vine.
after the acceptance of this application by Galary, terminatel as a distributor, for any reason thatsoever, the emplicant cross that he will not directly compose in the retailing, wholesaling, marketing or connecturing of foods, and other items commonly hold in food autornations, for 6 notions following his termination, within a redius of 10 miles from applicants residence where his Calago distributorship was granted. The societant also agrees that chould his distributership be terminated for any reason a trasver, he will not solders or nerounde any wholeselers, retailers or direction or of the products sold by Galage to sprage in a directly competing entempries as defind hors-in for 6 months after his termination. He also understands and aspect that the reasonable and fair damages for breach of this covenent shall be the forfeiture of any income or profits gained by said solicitation of distributors, employees or retailers.



Tight the event that this offer is negerial delay excess as solidate	
(1) Galaxy agrees to Annich training as set forth in the their engrent Calaxy manual	
to applicant and his/her sales occales	
(2) Galaxy arrees to furnish all forms, clearts and other hales wide currently used by	
Colors to ambiguet at the time events a micros of molicality color.	
(3) Caley agrees that applicant as in mailing careel that a record at any time of his/ner outlon. The event applicant a self-careel bis/ner outloant applicant	
agrees that as full considered ion to dalling the the right of such cancellation,	
Galaxy now retain any moture them due a voltant.	
III (1)This agreement, if and when seconded by Chiarr, shall conclitate the entire agreement	111
between parties and applicant acknowledges what any or all oral records watters by	
either party herose have been new of into this written expensent.	
(2) APPLICAND ACRICATEDONS WHAT:	
e. CALLO IS PLUSTED IN PERSONAL OF A SMESSAGEMENT ASSESS	
b. Chia.c., Lassinghi, at the analysis of the market liber 1750 to the constitution of the Liber 1750.	
O. CALLE IS A MARTING CO PART AND IN MARK INVESTIGATION TO THE FORM "BUTHEN	
DESIREDUPORS MAY MARY PROPERS, SALVAINS ON CONTROL OF SIGHT SALE OF STORE	
TURES.	
d. APPLY MIR UN INSTALDS FOR THIS ALTERNATION OF THE COLORY IS A LIGHTER TOWN IN THE LIGHT TOWN IN ALTERNATION OF THE RESERVE AND ALTERNATION OF THE RESERVE AS A SOUND VERTICAL PROPERTY OF THE ACT AND THE MODE & COLORIN,	
POSSLIBING A LIPM POPERMILE FOR SUCCIONS.	
T HAVE NEAD AND I UNDERSTAND ALL FREVENIOUS OF THES APPLICATION	
APPLICANA SLOVENING	
DEFINITION DECEMBER 1880	
MARKET OF THE PROPERTY OF THE	
POINT CEDICA TEN OUTY REPROVED THE LANGE TO A CONTROL OF THE PROVED THE LANGE TO A CONTROL OF THE PROVED THE P	*



54

3

BELL TELEPHONE LABORATORIES, INCORPORATED 600 MOUNTAIN AVENUE 13-4949130 MURRAY HILL, N. J. 07974

WAGE AND TAX STATEMENT 1971

Type or print EMPLOYERS identification number, name, and address above

Type or print EMPLOYEE's name and address above

Copy C - For Employee's Records

EXCLUDABLE SICK PAY SOCIAL SECURITY INFORMATION Total FICA wages paid in 1971 INCOME TAX INFORMATION (If none enter 0 FICA employed tax withheid OF NOME Other compensation? Wages paid subject to with-Federal Income Tax with holding in 1971 ,J*: F 7, ... 10,401.80 1,700.76 Type or print EMPLOYEE's social security number -1 This amount is before payroll deductions or sick pay" exclusion 377 46 9999 7 Add this item to wages in figuring the amount to be reported as wages and salaries on your income tax return 3 The social security (FICA) rate of 5.2% includes 6% for Hospital insurance Benefits and 4.6% for old age, survivors, and dis 450 70 - 54 ability inturance. DECEGII .P 4 Hyour wages were subject to social security taxes, but are not shown, these wages are this same as wages shown under "Federal Income Tax Information" but not more than \$7,800. WIST TAIN ST 07545 NJ MET. DHAM Keep this copy as part of your tax records.

PLAINTIFF'S EXHIBIT 28

NOTICE TO EMPLOYEE:

- Income Tax Wages. This statement is important. Copy B must be filed with your U. S.
 Income Tax Return for 1971 and Copy 2 (if applicable) must be filed with your State or City
 Income Tax Return for 1971. If your social security number, name, or address is
 stated incorrectly, correct the information on copies B and 2 and notify your
 employer.
- Social Security Wages. If your wages were subject to social security taxes, but are not shown, your social security wages are the same as wages shown under "FED-ERAL INCOME TAX INFORMATION," but not more than \$7,800.
- 3. Credit For F.I.C.A. Tax. If more than \$405.60, of F.I.C.A. (social security and hospital insurance) employee tax was withheld during 1971 because you received wages from more than one employer, the excess should be claimed as a credit against your Federal income tax. See instructions for your Federal income tax return.
- 4. A copy of this form has been sent to the Internal Revenue Service.

 This is not a tax return but you must file it with your tax return.

PLAINTIFF'S EXHIBIT 28

Department of the Treasury / Internal Revenue Service
Individual Indome Tox Lettern

4201	1.	1201 4	
VON.	1 14	1251 4	
400'	(0)	46	

	label on you file.	Nama (If joint return, give first names and initials of i				security numb -	
	name, etc.,	Present hanse address (Number and street, including ag	timent number or surel couts)			Stat security numb	
	ecessary. er social				Phonae a se	solet scourer, huzos) दर्ग
	y number(s)	City, town or post office, State and ZIP code	ce label here	·			
	incorrect or wn on label.	Gity, town or post bince, stategand 217 coce		Occu- pation		E	
-		- bank and a second	I Proceedings	1	Spause 1		T
	Single	check only one:	Exemptions Region 7 Yourself	ular / 65	or over / B	lind Enter	
2		ng jointly (even if only one had income)	1	SP		of brits	
3		ng separately and spouse is also filing.	B Spouse (applies only if item)				
	Give spouse's so	ocial security number in onter first name here \$-	9 First names of your depe			to lived with	
4		Head of Household	you		-	Enter	1
5	Surviving w	idow(er) with dependent child	10 Number of other depende	nte (from	n line 221	munice 3-	
6	Married filir	g separately and spouse is not filing	11 Total exemptions claimed	d			1
				***********	TT	•	1
	12 Wages.	salaries, tips, etc. (Attach Forms W-2 to b	ack. If unavailable, attach expla	nation	12	10992	1
		, , , , , , , , , , , , , , , , , , ,	and analog attach expla	.radio:i)			1
	13a Dividends	(see pays 6) \$13b Less	exclusion \$	lance	13c		
as I		dividends and other distributions are over \$100					1
1	14 Interest	. [If \$100 or less, enter total without	listing in Schedule B		14		
ncome		[If over \$100, enter total and list in	Part II of Schedule B.				
-	15 Income	other than wages, dividends, and interes	st (from line 40)		15		
						12//3	
	16 Total (a	dd lines 12, 13c, 14 and 15)			. 16	10:92	+
	17 Adjustr	nents to income (such as "sick pay," movie	ng expense, etc. from line 45) .		. 17		
	12 Adjuster	gross income (subtract line 17 from H	ne 16)		10	10197	1
200 /		uctions for rules under which the IRS will to		* * * *	-++	1017	
f you	i do not itemi	$zz\in c$ iductions and line 13 is under $0.10,000$	O. un I tax in Tables and enter o	n line 19	9.		
r you		uctions or line 18 is \$10,000 or more, g sck if from: [] Tax Tables 1-13, [] Tax Rate Sch.		F 135	- 10	18/2	
92	25 Tan (C.	ter il from. [] Tex Tueles 1-13, [] Tax Rolle coll.	X, 1, of Z, C Sch. D, C sch. G of C	rum 472	0) 13	131-	
夏	20 Total c	redits (from line 54)			20		
Credits						P. C. Called Principle State of Control of C	-
1	21 Income	tax (subtract line 20 from line 19)			21	18/2	t
and							•
2	22 Other t	axes (from line 60)			. 22		
le l					1		
Paymen	23 Total (a	dd lines 21 and 22)			. 23	18:2	1
	24 Total Fed	eral income tax withheld (attach Forms W-2 or W-	2P to back) 24 / /2 9	91		Till the same	
Тах,		mated tax payments (include 1970 overpayment alle					1
-		ayments (from line 64)			1990		,
_	27 Total (a	dd lines 24, 25, and 26)			. 27	1791	1
2	28 If line 3	23 Is larger than line 27, onter BALANCE	DUE by in full with retein. Male clock	or money			
Refund				a haisin		11	1
r Re		7 is arger than line 23, onter OVERPAYME		1	211		ı
5	30 Line 29	to be: (a) REFUNDED Allow at least six we.					
	26	(b) Credited on 1972 estimated			-	m akabahanakata waka waka waka w	
roreign Accounts	ity ove	o, at any time during the taxable year, have r a bank, securities, or other financial acc	any interest in or signature or r	ther aut	thor-		
roreign Accounts	i militar	banking facility operated by a U.S. fin	ancial institution)?	.pc III d	∪.∪. ► 1	-1 Yes -	-
- 42	IT "Yes	" attacli Form 4633. (For definitions, s	ETIPA - madinishin dakandan etiran madalifakanan arrapiya baras bara sa a sa			7	
1		The same of the sa	/ common symmetric statutes and the	cents, in it	to the first c	I !	
Sign	D	- 1-11 , - 4/3,	·.,				
ere	Tear stade	111	all information co maten	he has eny	Anowie	v fr	
	b /	1					Sec.
	Spouse's sign	ature (if tiling jointly, EOIst must sign even if only one ha	d income) Address		DECT	conu su	量號

	itions (Complete o	nly for other depende	ols claimed on line 1	.0)		
		the second of the second of the second	and the second s		managam - conservable and	
32 (a) NAME	(b) f 'ationship	(c) Months lived in your home. If both o died during your, write B or 0	pendent have be bed for e-	gerdants DD), write	(i) A 1 000 t, 011 000 n ing dr., 1 1 1	erud.
33 Total number of dependent	is listed above. Enter	here and on line 10				
PART II.—Income other tha		Chicago per made a processo constante a respensable sala - la dela chicago del periodi del meso. I que ra astro		THE SECTION OF THE SE		
34 Business income or (loss)	Intrach Schadula C	1	Andrew Art of the second secon	34		I
35 Net gain or (loss) from sale						
36 Net gain or (loss) from Sug 37 Pensions and annuities, rent						1
			etc. (attach Schedule s.)	38	en allege southern a service for an experience of the service	
88 Farm income or (loss) (att			• • • • • • • • • • • • • • • • • • • •	. 2777		1
		and with actions on halfa.		1	3.9	}
HE IN BURNERS (1967년) 12 1일		not reported on Schedule		66 1		137
리아이트 그리는 1970년에 12을 하는데 아이트를 다 다른 전에 1970년에 그리아 1980년 1일 전에 다른 사람이 1980년 1일 전에 1980년 1일 1980년 1일 1980년 1일 1980		-see instructions on page		-61		1
(d) Alimony				-61	37 . 55	1
(e) Other (state i	nature and source)	magne where some group plant widow which haven begin where bright higher return	4 April 200 49	1		-
				1	William - X	12
그들은 내가 보고 있는 것이 없는 것이 하고 있다면 하고 있다면 하는 것이 없는 것이 없는 것이 없는 것이 없는 것이 없는 것이 없는 것이다.		lines 39(a), (b), (c), (d)				_
40 Total (add lines 34, 35, 36,	37, 33, and 39). Ente	er hore and on line 15 .		- 40		
PART III.—Adjustments to	Income		energia anno i se, se a separ spoliticalista mestre se spoliticalista con constituir de spolitica de spolitica		and the factor of the second control of the	
11 "Sick pay" if included in li	ine 12 (attach Form	2440 or other required st	tatement)	. 41		<u></u>
2 Moving expense (attach F						
3 Employee business expense				1	The state of the s	T
14 Payments as a self-employed						
15 Yotal adjustments (add ine	ae 41 A2 A3 and 44	A Fator here and on line	17	65		1
						-
PART IV.—Tax Computation	on (Do not use this p	part if you use Tax Tables	1-15 to find your tax.)			
	am line 10\	the state of the American State of the State	kanna a namentanna yanga dibadak sadiri ya magadin si na kasa sa sa saliminin kata sa sa saliminin sa sina sa	46	10676	T
46 Adjusted gross income (fro 47 (a) If you itemize deduction	\$20 BBB 14 BB 5 BB 5 BB 5 BB 10 BB 1			.	and branch and the	1
(b) If you do not itemize de	ductions, and line 46 i	S:	1 Schedule A	47	14/24	
(1) \$10,000 or more bu	ut less than \$11,538.4	3, enter 13% of line 46			and the sale of th	+-
(2) \$11,538.43 or more			. 1			
		\$750 if married and filing s			9563	
48 Subtract line 47 from line					13 0	-
49 Multiply total number of e	exemptions claimed o	n line 11, by \$675		. 49	4.75	-
50 Taxable income. Subtract li	ine 49 from line 48.			► 50	1555	
(Figure your tax on the	amount on line 50 t	y using Tax Rate Schedu	le X, Y or Z, or if applic	able. Li	s alcernative	
tax from Schedule D, in	icome averaging from	Schedule G, or maximum	tax from Form 4726.)	Enter (a)	con line 19.	
DADT V C Jiha						
PARI VCredits						
PART V.—Credits Si Retirement income credit	(attach Schedule R)			51		
51 Retirement income credit				•	n saan aan of State Space State on State of State Space of Space saan State	+
51 Retirement income credit 52 Investment credit (attach	Form 3463)			•		+
51 Retirement income credit 52 Investment credit (attach 53 Foreign tax credit (attach	Form 3469) Form 1116)			. 52 . 53		
51 Retirement income credit 52 Investment credit (attach 53 Foreign tax credit (attach 54 Total credits (add lines 51)	Form 3469) Form 1116)			. 52 . 53		
51 Retirement income credit 52 Investment credit (attach 53 Foreign tax credit (attach 54 Total credits (add lines 51, PART VI.— Other Taxes	Form 3463)	here and on line 20		. 52 . 53 . 54		
51 Retirement income credit 52 Investment credit (attach 53 Foreign tax credit (attach 54 Total credits (add lines 51, PART VI. — Other Taxes 55 Self employment tax (atta	Form 3463) Form 1116) , 52, and 53). Enter I	here and on line 20		52 53 54		1
51 Retirement income credit 52 Investment credit (attach 53 Foreign tax credit (attach 54 Total credits (add lines 51) PART VI.— Other Taxes 55 Self employment tax (atta 56 Tax from recomputing price	Form 3469)	here and on line 20		. 52 . 53 . 54 . 55 . 56		
51 Retirement income credit 52 Investment credit (attach 53 Foreign tax credit (attach 54 Total credits (add lines 51) PART VI.— Other Taxes 55 Self employment tax (atta 56 Tax from recomputing pric 57 Minimum tax (see instructions)	Form 3469)	here and on line 20 redit (attach Form 4255)	s attached	. 52 . 53 . 54 . 55 . 56 . 57		
51 Retirement income credit 52 Investment credit (attach 53 Foreign tax credit (attach 54 Total credits (add lines 51, PART VI.— Other Laxes 55 Self employment tax (atta 56 Tax from recomputing pric 57 Minimum tax (see instructi 58 Social security tax on unr	Form 3469)	here and on line 20 redit (attach Form 4255) ck here [], if Form 4625 i (attach Form 4137)	s attached	52 53 54 . 55 . 56 . 57 . 58		
51 Retirement income credit 52 Investment credit (attach 53 Foreign tax credit (attach 54 Total credits (add lines 51, PART VI.— Other Taxes 55 Self employment tax (atta 56 Tax from recomputing pric 57 Minimum tax (see instructi 58 Social security tax on unr 59 Uncollected employee soci	Form 3469)	redit (attach Form 4255) ck here [], if Form 4625 i (attach Form 4137)	s attached	52 53 54 . 55 . 56 . 57 . 58 . 59		
51 Retirement income credit 52 Investment credit (attach 53 Foreign tax credit (attach 54 Total credits (add lines 51, PART VI.— Other Taxes 55 Self employment tax (atta 56 Tax from recomputing pric 57 Minimum tax (see instructi 58 Social security tax on unr	Form 3469)	redit (attach Form 4255) ck here [], if Form 4625 i (attach Form 4137)	s attached	52 53 54 . 55 . 56 . 57 . 58 . 59		
51 Retirement income credit 52 Investment credit (attach 53 Foreign tax credit (attach 54 Total credits (add lines 51, PART VI.— Other Taxes 55 Self employment tax (atta 56 Tax from recomputing pric 57 Minimum tax (see instructi 58 Social security tax on unr 59 Uncollected employee soci 60 Total (add lines 55, 56, 57	Form 3463)	redit (attach Form 4255) ck here [], if Form 4625 i (attach Form 4137) s (from Forms W-2) here and on line 22	s attached	52 53 54 . 55 . 56 . 57 . 58 . 59 . 60		
51 Retirement income credit 52 Investment credit (attach 53 Foreign tax credit (attach 54 Total credits (add lines 51, PART VI.— Other Taxes 55 Self employment tax (atta 56 Tax from recomputing pric 57 Minimum tax (see instructi 58 Social security tax on unr 59 Uncollected employee soci 60 Total (add lines 55, 56, 57	Form 3469)	redit (attach Form 4255) ck here [], if Form 4625 i (attach Form 4137) s (from Forms W-2) here and on line 22	s attached	52 53 54 56 56 57 58 59		
51 Retirement income credit 52 Investment credit (attach 53 Foreign tax credit (attach 54 Total credits (add lines 51, PART VI.— Other Taxes 55 Self employment tax (atta 56 Tax from recomputing pric 57 Minimum tax (see instructi 58 Social security tax on unr 59 Uncollected employee soci 60 Total (add lines 55, 56, 57 77 Cl. American Col. 10 C1 Excention tax viii	Form 3469)	redit (attach Form 4255) ck here [], if Form 4625 i (attach Form 4137) s (from Forms W-2) here and on line 22	s attached	52 53 54 55 56 57 58 59 60		
51 Retirement income credit 52 Investment credit (attach 53 Foreign tax credit (attach 54 Total credits (add lines 51, PART VI.— Other Taxes 55 Self employment tax (atta 56 Tax from recomputing pric 57 Minimum tax (see instructi 58 Social security tax on unr 59 Uncollected employee soci 60 Total (add lines 55, 56, 57	Form 3469)	redit (attach Form 4255) ck here [], if Form 4625 i (attach Form 4137) s (from Forms W-2) here and on line 22 ssee invited the characteristics	s attached	52 53 54 55 56 57 58 59 60		

Market and Control of the Control of	grouping gamentagering groundigations of groundigations of grouping growth developing district grouping district grouping district grouping district	OCTOBER GOTTOGET AND STATEMENT AND	 Modu	York	Cicio	1.50	THO
E-Galler Barrier B Audrier			 Tax	York Rosid	and M	otha	1071

THE CONTRACTOR STREET	AND DESCRIPTION OF THE PARTY.	and the second second second	 Page 1

7 Line 5 less line 6e 7 8 Exemptions:Enter number claimed on Federal return 7 x \$650	
A) If married and filing a joint Federal Return check here and other name of spouse If spouse is filing a separate NY State Return check here and other name of spouse Of If not a New York State resident for the other year. To imonth	on
A) If married and filing a joint Federal Return check here B) If spouse is filing a separate NY State Return check here and enter name of spouse C) If not a New York State resident for the entire year give period of ItY residence: From: month	ะก
B) If spouse is filing a separate NY State Return check here and enter name of spouse	
B) If spouse is filing a separate NY State Return check here and enter name of spouse	
From: month	
1 Total Income — enter Adjusted Gross Income from line 18 of Federal Form 10-0 1 2 2 3 Line 1 plus line 2 3 3 4 Subtractions 5 5 Total New York Income (line 3 less line 4) 4 5 5 Total New York Income (line 3 less line 4) 5 6 Itemized Deductions or Standard Deduction (Standard Deduction—13% of line 5, but not more than \$1500-enter on line 6e. If husband and wife file separate returns, total of Standard Deduction for both may not exceed \$1500) 8) Total itemized deductions from Federal Return 5 6 6 6 7 6 7 6 7 7 8 7 7 8 8 8 8 8 9 9 9 9 9 9 9 9 9 9	
2 Additions 3 Line 1 plus line 2 3 Line 1 plus line 2 4 Subtractions 5 Total New York Income (line 3 less line 4) 5 Total New York Income (line 3 less line 4) 6 Itemized Deductions or Standard Deduction (Standard Deduction—13% of line 5, but not more than \$1500—enter on line 6e. If husband and wile file separate returns, total of Standard Deduction for both may not exceed \$1500) a) Total itemized deductions from Federal Return b) Life insurfance premiums and other deductions b) Life insurfance premiums and other deductions c) Line 6a plus line 6b d) Income taxes included in line 6a and other subtractions e) Line 6c less line 6d or Standard Deduction 7 Line 5 less line 6e 7 Line 5 less line 6e 7 Line 5 less line 6e 7 Sexemptions: Enter number claimed on Federal return 9 New York taxable income (line 7 less ling 8) 9 10 Tax on amount on line 9 (from Tax Rate Schedule page 2) 11 Statutory credit—check box and enter amount claimed 11 Statutory credit—check box and enter amount claimed 12 \$12.50 Married—filing separate Returns 13 \$12.50 Married—filing separate Returns 14 Second Forms 15 Au Unincorporated business tax (from Form IT-202) b) Minimum income tax (from Form IT-202) c) Line 13a plus line 13b 15 NY State Tax withheld IT-2102 to back) 15 NY State Tax withheld IT-2102 to back) 16 Payments on NY State Estimated Tax 16 17 Line 15 plus line 16	
3 Line 1 plus line 2 4 Subtractions 5 Total New York Income (line 3 less line 4) 5 Total New York Income (line 3 less line 4) 6 Itemized Deductions or Standard Deduction (Standard Deduction-13% of line 5, but not more than \$1500-enter on line 6e. If hystend and wife file separate returns, total of Standard Deduction for both may not exceed \$1500) a) Total itemized deductions from Federal Return b) Life insurance premiums and other deductions c) Line 6a plus line 6b d) Income taxes included in line 6a and other subtractions e) Line 6c less line 6d or Standard Deduction 7 Line 5 less line 6e 8 Exemptions:Enter number claimed on Federal return 7 New York taxable income (line 7 less line 8) 10 Tax or, amount on line 9 (from Tax Rate Schedule page 2) 11 Statutory credit—check box and enter amount claimed \$12.50 Married—filing separate Returns \$25.00 Married—filing joint Return 11 12 Personal income tax (line 10 less line 11) 12 13 a) Unincorporated business tax (from Form IT-202) 13a b) Minimum income tax (from Form IT-202) 13a c) Line 13a plus line 13b 1 13c 14 Line 12 plus line 13c 4 15 NY State Tax withheld IT-2102 to back) 15 16 16 Payments on NY State Estimated Tax 16 17 Line 15 plus line 16	
4 Subtractions 5 Total New York Income (line 3 less line 4) 5 Itemized Deductions or Standard Deduction (Standard Deduction—13% of line 5, but not more than \$1500—enter on line 6s. If husband and wile file separate returns, total of Standard Deduction for both may not exceed \$1500) a) Total Itemized deductions from Federal Return b) Life insurance premiums and other deductions c) Line 6a plus line 6b d) Income taxes included in line 6a and other subtractions e) Line 6c less line 6d or Standard Deduction 7 Line 5 less line 6e 7 Standard Deduction 9 New York taxable income (line 7 less line 8) 9 New York taxable income (line 7 less line 8) 10 Tax on amount on line 9 (from Tax Rate Schedule page 2) 11 Statutory credit—check box and enter amount claimed 12 St2.50 Single \$25.00 Head of Household or Surviving spouse with dependent child \$1.25 Married—filing separate Returns \$25.00 Married—filing joint Return 11 Personal income tax (line 10 less line 11) 12 Personal income tax (line 10 less line 11) 13 a) Unincorporated business tax (from Form IT-202) b) Minimum income tax (from Form IT-202) c) Line 13a plus line 13b 14 Line 12 plus line 13c (attach Forms Husband Wife Total 15 NY State Tax withheld IT-2102 to back) 15 16 Payments on NY State Estimated Tax 16 17 Line 15 plus line 16	
5 Total New York Income (line 3 less line 4) 6 Itemized Deductions or Standard Deduction (Standard Deduction—13% of line 5, but not more than \$1500—enter on line 6e. If husband and wife file separate returns, total of Standard Deduction for both may not exceed \$1500) a) Total itemized deductions from Federal Return b) Life insurance premiums and other deductions c) Line 6a plus line 6b d) Income taxes included in line 6a and other subtractions e) Line 6c less line 6d or Standard Deduction 7 Line 5 less line 6e 8 Exemptions: Enter number claimed on Federal return 7 New York taxable income (line 7 less line 8) 9 New York taxable income (line 7 less line 8) 9 New York taxable income (line 7 less line 8) 9 Statutory credit—check box and enter amount claimed 2 \$12.50 Single Statutory credit—check box and enter amount claimed 2 \$12.50 Single Statutory credit—check box and enter amount claimed 11 Statutory credit—check box and enter amount claimed 12 Personal income tax (line 10 less line 11) 13 a) Unincorporated business tax (from Form IT-202) 13 a) Unincorporated business tax (from Form IT-202) 14 Line 12 plus line 13c 15 NY State Tax withheld IT-2102 to back) 15 16 Payments on NY State Estimated Tax 16 17 Line 15 plus line 16	·
6 Itemized Deductions or Standard Deduction (Standard Deduction—13% of line 5, but not more than \$1500—enter on line 6e. If husband and wife file separate returns, total of Standard Deduction for both may not excend \$1500) a) Total itemized deductions from Federal Return 6a b) Life insurance premiums and other deductions b c) Line 6a plus line 6b d) Income taxes included in line 6a and other subtractions d e) Line 6c less line 6d or Standard Deduction 7 Line 5 less line 6d or Standard Deduction 7 Line 5 less line 6e 7 8 Exemptions: Enter number claimed on Rederal return 7 x \$650 } 9 10 Tax or, amount on line 9 (from Tax Rate Schedule page 2) 10 11 Statutory credit—check box and enter amount claimed 9 \$12.50 Married—filing separate Returns 252.00 Married—filing joint Return 11 12 12 Personal Income tax (line 10 less line 11) 12 13 a) Unincorporated business tax (from Form IT-202) b) Minimum income tax (from Form IT-202) b 15 NY State Tax withheld (attach Forms 15 NY State Tax withheld (attach Forms 17 Line 15 plus line 13c	
on line 6e. If husband and wife file separate returns, total of Standard Deduction for both may not excend \$1500) a) Total itemized deductions from Federal Return b) Life insurance premiums and other deductions c) Line 6a plus line 6b d) Income taxes included in line 6a and other subtractions e) Line 6c less line 6d or Standard Deduction 7 Line 5 less line 6e 7 8 Exemptions:Enter number claimed on Federal return	V
a) Total itemized deductions from Federal Return b) Life insurance premiums and other deductions c) Line 6a plus line 6b d) Income taxes included in line 6a and other subtractions e) Line 6c less line 6d or Standard Deduction 7 Line 5 less line 6e 8 Exemptions: Enter number claimed on Federal return 7 x \$650 9 New York taxable income (line 7 less line 8) 9 New York taxable income (line 7 less line 8) 9 10 Tax on amount on line 9 (from Tax Rate Schedule page 2) 11 Statutory credit—check box and enter amount claimed S \$12.50 Single 525.00 Head of Household or Surviving spouse with dependent child 12 Personal income tax (line 10 less line 11) 13 a) Unincorporated business tax (from Form IT-202) b) Minimum income tax (from Form IT-220) c) Line 13a plus line 13b 14 Line 12 plus line 13c (attach Forms (Attach Forms IT-2102 to back) 15 16 Payments on NY State Estimated Tax 16 17 Line 15 plus line 16	
b) Life insurance premiums and other deductions c) Line 6a plus line 6b d) Income taxes included in line 6a and other subtractions e) Line 6c less line 6d or Standard Deduction 7 Line 5 less line 6e 8 Exemptions: Enter number craimed on Federal return	
c) Line 6a plus line 6b d) Income taxes included in line 6a and other subtractions e) Line 6c less line 6d or Standard Deduction 7 Line 5 less line 6e 7 Rexemptions: Enter number claimed on Federal return	
d) Income taxes included in line 6a and other subtractions e) Line 6c less line 6d or Standard Deduction 7 Line 5 less line 6e 8 Exemptions: Enter number claimed on Federal return 7 x \$050	
e) Line 6c less line 6d or Standard Deduction 7 Line 5 less line 6e 7 Sexemptions: Enter number claimed on Federal return 7 x \$650 9 New York taxable income (line 7 less line 8) 10 Tax or, amount on line 9 (from Tax Rate Schedule page 2) 11 Statutory credit—check box and enter amount claimed 12 Statutory credit—check box and enter amount claimed 13 12.50 Single 525.00 Head of Household or Surviving spouse with dependent child 14 Personal income tax (line 10 less line 11) 15 Ny Inincorporated business tax (from Form IT-202) 16 Diminimum income tax (from Form IT-220) 17 Line 12 plus line 13c 18 Line 12 plus line 13c 19 Statutory credit—check box and enter amount claimed 10 Diminimum income tax (from Form IT-202) 11 Statutory credit—check box and enter amount claimed 12 Statutory credit—check box and enter amount claimed 13 Inincorporated—filing separate Returns 14 Statutory credit—check box and enter amount claimed 15 Ny State Tax withheld IT-2102 to back) 15 Ny State Tax withheld IT-2102 to back) 15 Ny State Estimated Tax 16	
7 Line 5 less line 6e 7 8 Exemptions:Enter number claimed on Federal return 7 x \$650	
8 Exemptions:Enter number claimed on Federal return / x \$650	77
9 New York taxable income (line 7 less line 8) 10 Tax or, amount on line 9 (from Tax Rate Schedule page 2) 11 Statutory credit—check box and enter amount claimed □ \$12.50 Single □ \$25.00 Head of Household or Surviving spouse with dependent child □ \$12.50 Married—filing separate Returns □ \$25.00 Married—filing joint Return 11 Personal income tax (line 10 less line 11) 12 13 a) Unincorporated business tax (from Form IT-202) □ b) Minimum income tax (from Form IT-220) □ c) Line 13a plus line 13b 14 Line 12 plus line 13c (attach Forms Husband Wife Total 15 NY State Tax withheld IT-2102 to back) 15 □ 16 Payments on NY State Estimated Tax 16 □ 17 Line 15 plus line 16	
9 New York taxable income (line 7 less line 8) 10 Tax or, amount on line 9 (from Tax Rate Schedule page 2) 11 Statutory credit—check box and enter amount claimed □ \$12.50 Single □ \$25.00 Head of Household or Surviving spouse with dependent child □ \$12.50 Married—filing separate Returns □ \$25.00 Married—filing joint Return 11 Personal income tax (line 10 less line 11) 12 13 a) Unincorporated business tax (from Form IT-202) □ Line 13a plus line 13b 14 Line 12 plus line 13c (attach Forms Husband Wife Total 15 NY State Tax withheld IT-2102 to back) 15 □ □ 16 Payments on NY State Estimated Tax 16 □ 17 Line 15 plus line 16	
10 Tax on amount on line 9 (from Tax Rate Schedule page 2) 11 Statutory credit—check box and enter amount claimed 11 Statutory credit—check box and enter amount claimed Statutory credit—check box and enter amount claimed 12 Statutory credit—check box and enter amount claimed 13 Statutory credit—check box and enter amount claimed 14 Statutory credit—check box and enter amount claimed 15 Paysonal credit—check box and enter amount claimed 16 Payments on NY State Estimated Tax 16 Statutory credit child 17 Line 15 plus line 16	
11 Statutory credit—check box and enter amount claimed S12.50 Single S25.00 Head of Household or Surviving spouse with dependent child S12.50 Married—filing separate Returns S25.00 Married—filing joint Return 12 Personal income tax (line 10 less line 11) 13 a) Unincorporated business tax (from Form IT-202) b) Minimum income tax (from Form IT-220) c) Line 13a plus line 13b 14 Line 12 plus line 13c (attach Forms (attach Forms) Husband Wife Total 15 NY State Tax withheld IT-2102 to back) 15 16 Payments on NY State Estimated Tax 16 17 Line 15 plus line 16	
\$12.50 Single	
S12.50 Married—filing separate Returns S25.00 Married—filing joint Return 11 12 12 13 20 20 20 20 20 20 20 2	
12 Personal income tax (line 10 less line 11) 13 a) Unincorporated business tax (from Form IT-202) b) Minimum income tax (from Form IT-220) c) Line 13a plus line 13b 14 Line 12 plus line 13c (attach Forms 15 NY State Tax withheld IT-2102 to back) 16 Payments on NY State Estimated Tax 16 17 Line 15 plus line 16	31
13 a) Unincorporated business tax (from Form IT-202) b) Minimum income tax (from Form IT-200) c) Line 13a plus line 13b 14 Line 12 plus line 13c (attach Forms 15 NY State Tax withheld IT-2102 to back) 15 Payments on NY State Estimated Tax 16 17 Line 15 plus line 16	5 1/
b) Minimum income tax (from Form IT-220) c) Line 13a plus line 13b 14 Line 12 plus line 13c (attach Forms (attach Forms) Hiusband (attach Forms) Total (attach	
c) Line 13a plus line 13b 14 Line 12 plus line 13c (attach Forms Hiusband Wife Total 15 NY State Tax withheld IT-2102 to back) 15 16 Payments on NY State Estimated Tax 16 17 Line 15 plus line 16	
14 Line 12 plus line 13c (attach Forms 15 NY State Tax withheld IT-2102 to back) 15 16 Payments on NY State Estimated Tax 16 17 Line 15 plus line 16	
(attach Forms Hiusband Wife Total 15 NY State Tax withheld IT-2102 to back) 15	1.4
15 NY State Tax withheld IT-2102 to back) 15 16 Payments on NY State Estimated Tax 16 17 Line 15 plus line 16	
15 NY State Tax withheld IT-2102 to back) 15 16 Payments on NY State Estimated Tax 16 17 Line 15 plus line 16	
16 Payments on NY State Estimated Tax 16	
17 Line 15 plus line 16	
	0
18 If your tax (line 14) is larger than your payments (line 17), enter Balance Due	14
(Romit in full with this Return to New York State Income Tax Bureau)	
19 If your payments (line 17) are larger than your tax (line 14), enter Overpayment [19]	
20 Amount of line 19 to be Credited to 1972 Estimated Tax on Form IT-2105 20	
21 Amount of line 19 to be Refunded 21	
For office use only	

Pege 2

Schedule A

Income and adjustments from Federal Return. Enter the items below as they appear on Federal Peturn.

1 Wages, salaries, tips, etc.	1 1	
2 Dividends (after exclusion)	2	
3 Interest Income	3	
4 Business Income (State type)	4	
5 a) Sale or exchange of capital assets	5a	
b) Sale or exchange of property other than capital assets, etc.	b	
6 Pensions and annuities, rents and royalties, partnerships, estates or trusts, etc.	6	
7 Farm Income	7	
8 Miscellaneous Income	8	
9 Total lines 1 through 8	9	
0 Adjustments	10	
1 Total Income (line 9 less line 10 — Same as Total Income on line 1, page 1)	111	

Schedule B

Itemized deductions from Federal Return. Disregard unless itemized deduction is claimed on line & page 1.

Enter the items below as they appear on Federal Return.

	enter the rolls below as they appear on reason neturn.
Medical and dental expense	
Taxes	
Contributions	
Interest	
Missellaneous	
Total	Control of the Contro

Tax Rate Schedule

Single persons (other than head of household or surviving spouse) — If the amount on line 5, page 1 is less than 32,000, disregard the schedule below, enter "none" on line 10, page 1 and complete line 11, page 1.

unt on line 9, p	page 1 is:					
but not ove	r enter on	line	10	, page	1	
\$1,000		2%	of	amoun	ton	line 9
3,000	\$20 plus	3%	of	excess	ove	\$1,000
5,000	80 plus	4%	11		11	3,000
7,000	160 plus	5%	**	,, -	11	5,000
9,000	260 plus	000	••	. "	**	7,000
11,000	380 plus	7 %	"	,,	11	9,000
13,000	520 pius	5%	11	;-	"	11,000
15,000	680 plus	9%	"	11	"	13,000
17,000	860 plus	10%	0.9	12	"	15,000
19,000	1,060 plus	11%	11	11	11	17,000
21,000	1,280 plus	12%	"	11	11	19,000
230	1,50 0.03	14. 6	11		•	21,0
	1,700 0005	1. 3	77	7		23,0.
	but not ove \$1,000 3,000 5,000 7,000 9,000 11,000 15,000 17,000 19,000 21,000	\$1,000 3,000 \$20 plus 5,000 80 plus 7,000 160 plus 9,000 260 plus 11,000 360 plus 13,000 520 plus 15,000 680 plus 17,000 860 plus 19,000 1,060 plus 21,000 1,280 plus 23,000 1,000 plus	but not over enter on line \$1,000 2% 3,000 \$20 plus 3% 5,000 80 plus 4% 7,000 160 plus 5% 9,000 260 plus 0% 11,000 360 plus 7% 13,000 520 plus 0% 15,000 680 plus 9% 17,000 860 plus 10% 19,000 1,060 plus 11% 21,000 1,280 plus 12% 23,200 1,500 plus 15%	but not over enter on line 10 \$1,000 2% of 3,000 \$20 plus 3% of 5,000 80 plus 4% " 7,000 160 plus 5% " 9,000 260 plus 6% " 11,000 360 plus 7 % " 13,000 520 plus 5% " 15,000 680 plus 9% " 17,000 860 plus 10% " 19,000 1,060 plus 11% " 21,000 1,280 plus 12% "	but not over enter on line 10, page \$1,000 2% of amoun 3,000 \$20 plus 3% of excess 5,000 80 plus 4% " " 7,000 160 plus 5% " " 9,000 260 plus 0% " " 11,000 350 plus 7% " " 13,000 520 plus 5% " " 15,000 680 plus 9% " " 17,000 860 plus 10% " " 19,000 1,060 plus 11% " " 21,000 1,280 plus 12% " "	but not over enter on line 10, page 1 \$1,000

Reminder

- 1 Mail your Return on or before the Due Date to NY State Income Tax Bureau The State Campus Albany, New York 12227
- 2 Sign your Return.
- 3 Attach remittance for balance due.
- 4 Make remittance payable to "NY State Income Tax Bureau."
- 5 Attach Wage and Tax Statement (Form IT-2102) received from your employer to substantiate the total amount claimed on line 15.

NJTT-203

PLAINTIFF'S EXHIBIT 28

NEW JERSEY EMERGENCY TRANSPORTATION TAX

NONRESIDENT RETURN

1971

TAXATION or other Taxable Year Beginning First name and initial (if joint return, use first names and middle initials of both Home address (Number and street or rural route) City, town or post office, and State	DAFAACK-		Ocrupat	Social Security Number	
A. If married, are you filing a joint Federal Return? B. Is your spouse filing a separate New Jersey Return? If "Yes," enter name of spouse.	C. Were you a New Jerse of the taxable year? If "Yes," give period From 4 / 2/ month day year	of New Jersey resider	No ich. 21		
NOTE: If husband and wife file a joint Federal Return but elict to file separat Form NJTT-209 must be used BUT ONLY IF BOTH derived income from New		(Column o) FEDERAL AMOUNT		Column b AMOUNT FOR NEW JEPSEY	
1. Total income (from line 11, Schedule A on back of this form	1)	18.11.14.		27-11	
NOTE: If there are no entries on lines 2 to 4, enter amount from line 1 on line 5. 2. Additions (see instructions—attach itemizes a set of the	zed list)			274,	
4. Subtractions (see Instructions—attach iter	mized list)			3	_
5. Line 3 less line 4 (TOTAL NEW JERSEY INCOME) 6. Standard Deduction On line 6f enter 13% of line 5 (column b) BU		Beng Sparrathy		2746].	
6. Standard Deduction wife file separate returns, the TOTAL of these OR Itemized Deductions a. Total itemized deductions from Federal Return b. Life insurance premiums c. Sum of lines 6a and 6b				NOTE: If itemized d tion is claimed and an at & an line 5 ex the amount at & by than \$100, complete for an line 6f to deter	mo ce m
d. Income taxes included in line 6a and other subtraction. E. Line c less line d	n of formula below is required (se ion of amount,	NOTE in column on r		deduction	
(line 5) (line 5) Enter amount from line de	N. J. itemized deduc	tion HERE	•	253	
7. Line 5 ® less line 6f 8. Exemptions: Enter number claimed on Federal return 9. Line 7 less line 8 (NEW JERSEY TAXABLE INCOME)				22911 163 2228	-
10. Tax on amount on line 9 (from tax rate schedule on back of	f this formi-Also see ins			57	
11. Statutory Credit—Check box and enter amount claimed. \$\sigma \frac{112.50}{2} \text{Married-filing separate returns}	\$25.00 Head of Household or	ENTER AMOUNT Surviving HERE		,3	
S12.50 Single \$25.00 Married—filing joint return	Spouse with dependen	t child.		54	
12. Line 10 less line 11 (NEW JERSEY TAX)					
14. Total Tax—line 12 plus line 13					
15. New Jersey Tax Withheld—Attach Forms NJTT 2102	HUSBAND /27	WIFE ENT	AL D	/27	
16. If payments (line 15) are LESS THAN tax (line 14), enter BA		with this return			F
17. If payments (line 15) are MORE THAN tax (line 14), enter OV				73	L
18. Amount of line 17 to be: (a) Credited on your 1972 tax	; (b) Refunded	13 Please	do not	write in space below	
I certify that this is a correct return. SIGN HERE If joint return, BOTH MUSBAND AND WIFE MUST SIGN	Date 1/12	TX P.			

NJTT-2	103	PAGE 2			197
	as they appear on Feder	stments from Federal return. (Enter in Column a the Rems al return. Enter in Column b the amount from New Jersey	(Column a) REPORTED ON FEDERAL RETURN	(Column to AMOUNT IS NEW JERSEY SO	OM
1.	Wages, salaries, tips, etc.				

	Partnership income from	ts and royalties, partnerships, estates or trusts, etc. Federal return \$			
		(ettach itemized list)			
0.		s from Federal return \$			
7.	Farm Income				
		ized list)			
		8)			
	집에 가장하다 집에 가게 되었습니다. 하다 하는 사람들에 하다면 하는 이 때에 있는 사람들이 없다.	ed list)			
MUNICIPAL IN		The second secon			L. Constantine
CHE		age and salary income samed partly INSIDE AND OUTSIDE No by on volume of business transacted or if other basis of allocat		uctions if comp	pensation
1.	Amount reported on line 1	in Column a of Schedule A required to be allocated			ranciamen (1
		······································			
		Sundays, Seturdays, holidays, sick leave, vacation, etc.)			
					(4
		(fine 4 less line 5)			
6.	· · · · · · · · · · · · · · · · · · ·			ES SE SENSE LINE POPULATION CONTINUES	
	ALLOCATION FORMULA		earned inside N. J.	Include this amoun	on Line
-		The same property of the same of the same property of the same of	THE CONTRACTOR AND PROPERTY OF THE CONTRACTOR AND ADDRESS OF THE CONTRACTOR ADDRESS OF THE C	CONTRACTOR CONTRACTOR OF COM-	one washing and
JUSI	NESS ALLOCATION PERCE Enter below, the line numb required to be allocated an	NTAGE (from line 5, Sch. B, Form NJTT-202-A) or and amount of each item of business income (or loss) rapor if multiply by allocation percentage to determine amount of income om Line No	ted in Column a of S ne (or loss) from New	cnequie A wnic	
IUSI	NESS ALLOCATION PERCE Enter below, the line numb required to be allocated an	NTAGE (from line 5, Sch. B, Form NJTT-202-A) er and amount of each item of business income (or loss) rapord multiply by allocation percentage to determine amount of income	tee in Column a of S	cnequie A wnic	
BUSI	NESS ALLOCATION PERCE Enter below, the line numb required to be allocated an Fi Fi EDULE B: Itemized deduct	NTAGE (from line 5, Sch. B, Form NJTT-202-A) er and amount of each item of business income (or loss) report d multiply by allocation percentage to determine amount of income om Line No, Sch. A \$	ted in Commin a of S me (or loss) from New % = \$ % = \$	chequie A whic Jersey sources	
SCHI	NESS ALLOCATION PERCE Enter below, the line numb required to be allocated an Fi Fi EDULE B: Itemized deduct Enter the items	NTAGE (from line 5, Sch. B, Form NJT7-202-A) er and amount of each item of business income (or loss) report d multiply by allocation percentage to determine amount of income om Line No	ted in Column a of S ne (or loss) from New % = \$ % = \$ daimed on line 6f, pag	chequie A which Jarsey sources	
SUS!	NESS ALLOCATION PERCE Enter below, the line numb required to be allocated an Fi Fi EDULE B: Itemized deduct Enter the items cal and dental expense	NTAGE (from line 5, Sch. B, Form NJTT-202-A) er and amount of each item of business income (or loss) report d multiply by allocation percentage to determine amount of inco om Line No. , Sch. A \$ com Line No. , Sch. A \$	ted in Country a of Sine (or loss) from New % = \$ % = \$ laimed on line 61, pag	chequie A which Jersey sources	
SUSI Medi Taxe	NESS ALLOCATION PERCE Enter below, the line numb required to be allocated an Fi Fi EDULE B: Itemized deduct Enter the items cal and dental expense s (State and Local Income	NTAGE (from line 5, Sch. B, Form NJTT-202-A) er and amount of each item of business income (or loss) report d multiply by allocation percentage to determine amount of inco om Line No. , Sch. A \$ com Line No. , Sch. A \$ com Line No. , Sch. A \$ com Federal return. (Omit unless itemized deduction is co selow as they appear on Federal return.)	ted in Country a of Sine (or loss) from New % = \$ % = \$ daimed on line 61, pag	chequie A which Jersey sources	
SUSI Medi Taxe Cont	NESS ALLOCATION PERCE Enter below, the line numb required to be allocated an Fi Fi EDULE B: Itemized deduct Enter the items cal and dental expense s (State and Local Income ributions	NTAGE (from line 5, Sch. B, Form NJTT-202-A) er and amount of each item of business income (or loss) report d multiply by allocation percentage to determine amount of income Line No, Sch. A \$	ted in Commin a of Sine (or loss) from New % = \$ % = \$ daimed on line 6f, pag	chequie A Which Jersey sources	
BUSI BCHI Medi Taxe Cont	NESS ALLOCATION PERCE Enter below, the line numb required to be allocated an Fi Fi EDULE B: Itemized deduct Enter the items cal and dental expense s (State and Local Income ributions est expense r (attach itemized list)	NTAGE (from line 5, Sch. B, Form NJTT-202:A) er and amount of each item of business income (or loss) report if multiply by allocation percentage to determine amount of income om Line No	tee in Commin n of S me (or loss) from New % = \$ % = \$ taimed on line 6f, pag	chequie A which Jersey sources	
BUSI BCHI Medi Taxe Cont	NESS ALLOCATION PERCE Enter below, the line numb required to be allocated an Fi EDULE B: Itemized deduct Enter the items cal and dental expense s (Sate and Local Income ributions est expense or (attach itemized list)	NTAGE (from line 5, Sch. B, Form NJTT-202-A) er and amount of each item of business income (or loss) report d multiply by allocation percentage to determine amount of inco om Line No. , Sch. A \$	tod in Commin a of Sine (or loss) from New % = \$ % = \$ laimed on line 61, pag	chequie A which Jersey squirces	
SCHI Medi Taxe Cont Inter Othe TC	NESS ALLOCATION PERCE Enter below, the line numb required to be allocated an Fi EDULE B: Itemized deduct Enter the items cal and dental expense s (State and Local Income ributions wat expense r (attach itemized list) DTAL le persons (other than he unt it B on line 5, page 1 r "nose" on line 10, page	NTAGE (from line 5, Sch. B, Form NJTT-202-A) er and amount of each item of business income (or loss) rapor d multiply by allocation percentage to determine amount of inco om Line No, Sch. A \$	tod in Commin a of Sine (or loss) from New % = \$ % = \$ laimed on line 61, pag	e 1.	
SCHI Medi Taxe Cont Inter Othe TC	NESS ALLOCATION PERCE Enter below, the line numb required to be allocated an Fi EDULE B: Itemized deduct Enter the items cal and dental expense s (State and Local Income ributions wat expense r (attach itemized list) DTAL. le persons (other than ha unt bt B on line 5, page 1 r "nome" on line 10, page	NTAGE (from line 5, Sch. B, Form NJTT-202-A) er and amount of each item of business income (or loss) rapor d multiply by allocation percentage to determine amount of inco om Line No, Sch. A \$	too in Commin a of Sine (or loss) from New % = \$ % = \$ laimed on line 6f, pag	chequie A which Jersey sources	
Sing amo	NESS ALLOCATION PERCE Enter below, the line numb required to be allocated an Fi EDULE B: Itemized deduct Enter the items cal and dental expense s (State and Local Income ributions wat expense r (attach itemized list) DTAL le persons (other than he unt it B on line 5, page 1 r "nose" on line 10, page	NTAGE (from line 5, Sch. B, Form NJTT-202-A) er and amount of each item of business income (or loss) report of multiply by allocation percentage to determine amount of inco om Line No. , Sch. A \$	red in Country a of S ne (or loss) from New % = \$ % = \$ Named on line 6f, pag REMIND all your Return on or b site of New Jersey—Olv	chequie A which Jersey squirces to 1.	Date to-
SCHI Medi Taxe Cont Inter Othe TC	NESS ALLOCATION PERCE Enter below, the line numb required to be allocated an Fi EDULE B: Itemized deduct Enter the items cal and dental expense s (State and Local Income ributions est expense or (attach itemized list) TTAL le persons (other than ha unt att B on line 5, page 1 r "nose" on line 10, page NEW JE IF THE AMOUNT ON	NTAGE (from line 5, Sch. B, Form NJTT-202-A) er and amount of each item of business income (or loss) report of multiply by allocation percentage to determine amount of inco om Line No. , Sch. A \$ × om Line No. , Sch. A \$ × om Line No. , Sch. A \$ × oms from Federal return. (Omit unless itemized deduction is cosiow as they appear on Federal return.) Taxes \$	REMIND ill your Return on or bate of New Jersey—Overered to the of New Jersey—Overered to the of New Jersey—Overerency Trahsportation	chequie A which Jersey squirces to 1.	Date to-
SCHI Medi Taxe Continter Othe TO	NESS ALLOCATION PERCE Enter below, the line numb required to be allocated an Fi Fi EDULE B: Itemized deduct Enter the items cal and dental expense s (State and Local Income ributions est expense r (attach itemized list) TTAL le persons (other than ha unt lit B on line 5, page 1 r "nose" on line 10, page NEW JE IF THE AMOUNT ON Line 9, Page 1 is	NTAGE (from line 5, Sch. B, Form NJTT-202-A) er and amount of each item of business income (or loss) report of multiply by allocation percentage to determine amount of inco om Line No. , Sch. A \$	REMINC il your Return on or Sate of New Jersey—Divergency Trahsportation D. Box 1686	Defense A which Jerkey sources to 1.	Date to-
SCHI Medil Taxe Control Inter Other TC Singamo ente	NESS ALLOCATION PERCE Enter below, the line numb required to be allocated an Fi EDULE B: Itemized deduct Enter the items cal and dental expense s (State and Local Income ributions est expense r (attach itemized list) DTAL le persons (other than ha unt but B on line 5, page 1 r "nome" on line 10, page NEW JE IF THE AMOUNT ON Line 9, Page 1 is Over But not over 1,000 3,000	NTAGE (from line 5, Sch. B, Form NJTT-202-A) er and amount of each item of business income (or loss) report of multiply by allocation percentage to determine amount of inco om Line No. , Sch. A \$ × om Line No.	REMIND REMIND	Defense A which Jerkey sources to 1.	Date to-
SCHI Medi Taxe Cont Inter Othe TC	NESS ALLOCATION PERCE Enter below, the line numb required to be allocated an Fi EDULE B: Itemized deduct Enter the items cal and dental expense s (State and Local Income ributions est expense r (attach itemized list) DTAL JE persons (other than he unt bt B on line 5, page 1 r "none" on line 10, page NEW JE IF THE AMOUNT ON Line 9, Page 1 is Over, But not over \$ 1,000 1,000 3,000 5,000	NTAGE (from line 5, Sch. B, Form NJTT-202-A) er and amount of each item of business income (or loss) rapor d multiply by allocation percentage to determine amount of inco om Line No. , Sch. A \$	REMIND REMIND	DER Defore the Due (ision of Taxation Tax	Date to-
SCHI Medil Taxe Control Inter Other TC Singamo ente	NESS ALLOCATION PERCE Enter below, the line numb required to be allocated an Fi EDULE B: Itemized deduct Enter the items cal and dental expense s (State and Local Income ributions est expense r (attach itemized list) DTAL le persons (other than ha unt but B on line 5, page 1 r "nome" on line 10, page NEW JE IF THE AMOUNT ON Line 9, Page 1 is Over But not over 1,000 3,000	NTAGE (from line 5, Sch. B, Form NJTT-202-A) er and amount of each item of business income (or loss) report of multiply by allocation percentage to determine amount of inco om Line No. , Sch. A \$	REMIND REMIND	DER DER DEFORM TEXT DESIGNATION TEXT DES	Date to
SCHI Medi Taxe Cont Inter Other TC	NESS ALLOCATION PERCE Enter below, the line numb required to be allocated an Fi EDULE B: Itemized deduct Enter the items cal and dental expense s (State and Local Income ributions est expense or (attach itemized list) DTAL le persons (other than isa unt list B on line 5, page 1 r "none" on line 10, page NEW JE IF THE AMOUNT ON Line 9, Page 1 is Over But not over 1,000 3,000 1,000 9,000 9,000 9,000 1,000 9,000	NTAGE (from line 5, Sch. B, Form NJTT-202-A) er and amount of each item of business income (or loss) report of multiply by allocation percentage to determine amount of inco om Line No. , Sch. A \$	REMIND REMIND	DER DER DEFORM TEXT DESIGNATION TEXT DES	Date to-
SCHI Medi Taxe Cont Inter Othe TC Sing amo ente	NESS ALLOCATION PERCE Enter below, the line numb required to be allocated an Fi EDULE B: Itemized deduct Enter the items cal and dental expense s (State and Local Income ributions est expense r (attach itemized list) DTAL le persons (other than he unt bt B on line 5, page 1 r "nose" on line 10, page NEW JE IF THE AMOUNT ON Line 9, Page 1 is Over, But not over 1,000 3,000 5,000 7,000 7,000 9,000 11,000 13,000	NTAGE (from line 5, Sch. B, Form NJTT-202-A) er and amount of each item of business income (or loss) report of multiply by allocation percentage to determine amount of inco om Line No. , Sch. A \$	REMIND REMIND	DER DER Defore the Due (ision of Taxation of Tax to "State of New tennest (form N	Date to-
SCHI Medii Taxe Conter Other TO	NESS ALLOCATION PERCE Enter below, the line numb required to be allocated an Fi EDULE B: Itemized deduct Enter the items cal and dental expense s (State and Local Income ributions est expense or (attach itemized list) TTAL le persons (other than he unt at B on line 5, page 1 r "nose" on line 10, page NEW JE IF THE AMOUNT ON Line 9, Page 1 is Over, But not over \$ 1,000 1,000 3,006 5,000 7,000 9,000 9,000 11,000	ATAGE (from line 5, Sch. B, Form NJTT-202-A) er and amount of each item of business income (or loss) rapor d multiply by allocation percentage to determine amount of inco om Line No. , Sch. A \$ om Line No. , Sch. A \$ cons from Federal return. (Omit unless itemized deduction is of selow as they appear on Federal return.) Taxes \$) Taxes \$ All ENTER ON Line 10, Page 1 Incomplete line 11, page 1.	REMINC REMINC	DER	Date to-
SCHI Media Taxe Control Inter TC Singa amo ente	NESS ALLOCATION PERCE Enter below, the line numb required to be allocated an Fi EDULE B: Itemized deduct Enter the items cal and dental expense s (State and Local Income ributions set expense or (attach itemized list) DTAL Ile persons (other than isa unt list B on line 5, page 1 r "nome" on line 10, page NEW JE IF THE AMOUNT ON Line 9, Page 1 is Over But not over \$ 1,000 1,000 3,000 5,000 7,000 9,000 11,000 13,000 11,000 13,000 11,000 13,000 11,000 13,000 11,000 13,000 115,000 17,000 17,000 17,000 11,000	NTAGE (from line 5, Sch. B, Form NJTT-202-A) er and amount of each item of business income (or loss) report of multiply by allocation percentage to determine amount of incol om Line No. , Sch. A \$	REMIND REMIND	DER	Date to-
SCHI Medi Taxe Cont Inter Other TC Sing amoorente	NESS ALLOCATION PERCE Enter below, the line numb required to be allocated an Fi EDULE B: Itamized deduct Enter the items cal and dental expense s (State and Local Income ributions est expense r (attach itemized list) DTAL le persons (other than he unt list B on line 5, page 1 r "none" on line 10, page NEW JE IF THE AMOUNT ON Line 9, Page 1 is Over But not over 1,000 3,000 1,000 3,000 9,000 9,000 9,000 11,000 11,000 13,000 11,000 13,000 11,000 13,000 11,000 15,000 15,000 17,000	NTAGE (from line 5, Sch. B, Form NJTT-202-A) er and amount of each item of business income (or loss) report of multiply by allocation percentage to determine amount of inco om Line No. , Sch. A \$	REMINC REMINC	DER	Date to-

PLAINTIFF'S EXHIBIT 28

Explanation of providing procedure

Due to a change in residence from New York City
to New Jersey, the amounts shown for New York income and deductions
are prorated values.

I lived in New York City for the first three months of 1971, the remainder of the year was spent in New Jersey.

Hence the total amounts for the year were derived by dividing by 4 to obtain the indicated values.

The difference in the \$4133 figure as reported on the wage and tax statement and the 2748 reported as New York income on my tax return, arises from a delay in the processing of my address change by my employer's payroll department.

Paul J. Deceglie

4/10/72

077-40-5009

PLAINTIFF'S EXHIBIT 28

	to Addison the Levels	1.		
	* * * * * * * * * * * * * * * * * * * *	Rottle - Crans		
(1)	THE OR CELEBRATE OF THE PROTECTION OF	De Estados de La Carta de Cart	· venes · · · perm	A. (4.)
	THE RECORD OF	TO BE USER OF COURSE		
	Paule T.	I Last age.		
		Lost new y		Your social acting a
ATTACH THIS FORM	PAUL T.	'D:: e - c -	116	017 195 1
ON WHICH CREDIT				
IS CLAIMED	Address	and attreet a moral receive	Aut No.	TAX YEAR
	Address II.S DAFAPE Number of LAKE HIAWATHA City, village or post ullice and State		Portal 711 Code	19 J/
political subdivision tax under this article (b) Limitations. (1) The credit un by dividing the pamount of the turn (2) The credit un have been due if income. (c) Definition. For (1) the New York	der this section shall not exceed to ortion of the taxpayer's New York income. der this section shall not reduce to the income subject to taxation by purposes of this section New York adjusted gross income of an individual or indin	of Columbia, upon income both the percentage of the tax other income subject to taxation by the tax otherwise due under thi such other jurisdiction were e income means: vidual, or	derived therefrom wise due under th such other jurisd s article to an am accluded from the	is article determined iction by the total ount less than would enxpayer's New Yor.
	the income of an estate or trust, justed gross income under section		rust were an indi	vidual computing
1. Indicate name of to which income	of state, political subdivision c tax was payable WEW	Cincluding state in which	located) or Otat	rict of Columbia
ahown here is a payments made a jurisdiction of State personal subdivision or subdivision of without the necessity.	the tax required to be paid of through withholding or on an electable to income derived from the tax. Attach a copy of District of Columbia. If the a state and the tax liability results of filing a return, ad-	ter subtracting any credit stimated tax declaration a m such other jurisdiction w the income fax return tiles he amount is based upon inc to such political subdivis equate substantiation of pa	against the tax illowed by the I hitch is also su I with the other ome tax aithlici ton is satisfic yment must be a	aws of the other bject to New York state, pullifical d by a political d by withholding
3. Resident tax co	redit claimed (compute credit	on other sides 8 5%, Co	?	

I certify that I am a resident of (or executor or administrator of the above described entate or trust which has resident situs in) the State of New York and that to the best of my knowledge and belief the statements made horsen in support of this claim for credit are true and complexe.

BEST COPY AVAILABLE

INVITATION

YOU HAVE BEEN INVITED TO ATTEND A BUSINESS OPPORTUNITY PRESENTATION WHERE YOU CAN EARN MORE MONEY THAN YOU WOULD BELIEVE. MOST PEOPLE ARE NOT AMBITIOUS ENOUGH TO BE THERE. THAT'S WHY MOST PEOPLE EARN. WHAT MOST PEOPLE EARN. IF YOU HONESTLY DESIRE MORE.

on 5457 + ANE JESCHA. R. M. What a feet will take for animed

CA A 1 A XX FOOLS, ZIO

	- DISTRIBUT	OR APPLICATION	ND AREFOR	1 1 2 1 11 1	
TRIBLIDA	****	**************************************		•	
		Windows Marine ex			
	· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·			
S		No. 100 Page Colored to the William	MISS		porting in the contract of the design of the contract of the c
ELT		. 1	. 5719 67		
Y :	STATE	77. ,	CITY	.5 2 / 1 . 12	, 21
NATURE	en de la composition de descripción de la composition della compos	to determine a construction of the control of the c	SÍGHATURN	entition and a second second second and an experience of the second seco	
			URCHASE A DIST		FROM
HASE	I HEREI	GALAXY FO	URCHASE A DIST		FROM
HASE E	SS #	GALAXY FO	URCHASE A DIST	ATED	FROM
HASE E	# / MR. I	GALAXY FO	URCHASE A DIST		FROM
HASE E	SS #MR MISS ADDRES	GALAXY FO	URCHASE A DIST	O A A	FROM
HASE E TION	SS #MR MISS ADDRES	GALAXY FO	URCHASE A DISTORDORY (1) / Vey TATE	ZIP	
HASE E	SS # MR. 1 MISS ADDRES CITY TELEPH	GALAXY FO	URCHASE A DISTORMANDOS, INCORPORA	ZIP	
HASE E TION	SS # MISS ADDRES CITY TELEPI PRESEN	GALAXY FO	URCHASE A DISTORD OF A DISTORD OF BOTTLE	ZIP	
HASE E TION	SS # MR. MISS ADDRES ADDRES CITY TELEPI PRESEN	GALAXY FO	URCHASE A DISTORDORY ODS, INCORPORY INCORP	ZIP	

TERMS AND CONDITIONS

- The applicant hereby offers, subject to the foregoing terms and conditions, to become a Distributor with GALAXY FOODS, INC., hereafter called "GALAXY". Applicant acknowledges that his/her execution of this application shall in no way bind GALAXY until such time as this offer is accepted by GALAXY. (Which acceptance shall be constituted by the execution of this application by an officer of GALAXY.) If this offer is accepted, applicant hereby agrees as follows:
 - (A) The laws of the State of New York shall apply to this Agreement.
 - This offer is subject to acceptance in New York by GALAXY.

 (B) Applicant will affect his their Distributorship selling GALAXY Distributed product, receiving the stipulated discount price as set forth in the then current GALAXY MANNAL.
 - (C) The rights granted under this agreement constitute a nonexclusive, non-cerritorial right to sell GALAXY'S services.

(D) Applicant shall be an independent contractor. Applicant shall not hold hims it out as an emptoy so, servant, agent or legal representative of GALAMY. Applement hereby agrees that this Agreement does not constitute a joi to reture, joint arrangement, co-partnership changed a light to that inches contractor with CALAXY. 'mplicant will nat, day only or all receip, create any obligations for IMLAXY. Expline the property of the CALAXY shall not be legall resummable or splenger principle and any third contract or allease ... (E) A: plicant agrees to lefend, indennify and held harmless, GALAXY, against all claims we ands or causes of action, thatsoever, by whomsoever prosecuted or a. marted, and for one of the tever account arisi.j to . the pant agrees to emply any other governmental agency, such sity or entity something applicable. Applicant agrees to pay all taxes, license fees, which are applicable, or any charges made with regards to his/her buriness. (F) Applicant agrees to abide by all rules and regulations of GALAXY set forth in GALAXY's then current manual. Applicant agrees to put forth h s/her best effects to promote and market the business, products and merchanuise of GALAXY. GAL 199A

her Distributorship in the in-active status, which will to minate his eligibility to sponsor any new Distributors or to receive commissions. (I) The applicant understands and agrees that it shall be grounds for termination of his/her Distributorship if, after this Application is accepted, he should engage in a directly competing enterprise involving the wholesaling, retailing, marketing or manufacturing of foods or other items commonly sold in food supermarkets, while a Distributor of products sold by GALAXY. The applicant should not dissuade any person from continuing hi:/her association with GALAXY or persuade any person to engage in a directly competing enterprise. If the applicant is, at any time after the acceptance of this Application by GALAXY, terminated as a Distributor, for any reason whatsoever, the applicant agrees that he will not directly compete in the retailing, wholesaling, marketing or manufacturing of foods, and other items commonly sold in food supermarkets, for six months following his termination, within a radius of ten miles from applicant's residence where his GALAXY Distributorship was granted. The applicant also agrees that should his Distributorship ever be terminated for any reason whatsoever, he will not solicit or persuade any wholesalers, retailers or Distributors of the products sold by GALAXY to engage in a directly competing enterprise as defined herein for six months after his/her termination. He also understands and agrees that the reasonable and fair damages for breach of this covenant shall be the forfeiture of any income or profits gained by said solicitation of Distributors, employees or retailers.

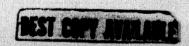
2. In the event that this offer is accepted, GALAXY AGREES as follows:

(A) GALAXY agrees to uphold all company rules and regulations and all subsequent revisions, additions and amendments as set forth in the then current GALAXY MANUAL.

(B) GALAXY agrees to furnish training as set forth in the then current

GALAXY MANUAL to applicant and his/her sales people.

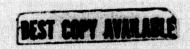
(C) GALAXY agrees to furnish all forms, charts and other sales aids currently used by GALAXY to applicant at the then current prices at applicant's cost.



PLAINTIFF'S EXHIBIT 35

(D) GALAXY agrees to limit the sale of Distributorships on a ratio of sixty
(60) per one (1) million population per state, and to make all reasonable
efforts to guide the sale of Distributorships to approximate population
concentrations.
(E) GALAXY agrees that applicant may, in writing, cancel this Agreement at
any time at his/her option. In the event applicant shall cancel his/her
Agreement, applicant agrees that as full consideration to GALAXY for the rig of such cancellation, GALAXY may retain any refund then due applicant.
(A) This Agreement, if and when accepted by GALAXY, shall constitute the entire Agreement between parties and applicant acknowledges that any or all
oral representations by either party hereto have been merged into this
written Agreement.
(B) APPLICANT ACKNOWLEDGES THAT:
(1) GALAXY, PRESENTLY, IS NOT RETAILING, FOODS OR OTHER SUPERMARKET
ITEMS.
(2) GALAXY IS A STARTING COMPANY AND IT MAY NEVER DEVELOP TO THE POINT
WHEREBY DISTRIBUTORS MAY EARN PROFITS, SALARILS OR COMMISSIONS FROM THE
SALE OF SUCH ITEMS.
(3) APPLICANT UNDERSTANDS THAT HIS THER INVESTMENT WITH GALAMY IS A HIG
RISK INVESTMENT, HOWEVER, APPLICANT HALE DETERMINED SUCH IN ESTMENT,
ALTHOUGH WITH RISK, IS A SOUND VEHICLE INVESTMENT WITH A N N AND ENTERG-
NEW YORK STATE OHOTA LOTO TOTAL CO.
NEW YORK STATE QUOTA 1.079 - TOTAL SOLD REMAINING
I HAVE READ AND UNDERSTAND ALL PROVISIONS OF THIS APPLICATION.
APPLICA: SIGNATURE DATE

HOME OFFICE USE ONLY



CORPCIALE OFFICIAL

1919 PLAINTIFF'S EXHIBIT 38. MANUFACTURERS HANOVER TRUST COMPANY 4 NEW YORK PLAZA, NEW YORK, N.Y. 10015 PERSONAL LOAN DEPARTMENT

August 21, 1973

SEC. EXCH. CO : : N. Y. REGIONAL OF JOS RECEIVED

United States Securities & Exchange Commission 26 Federal Place New York, New York Room 1100

AUG 20 1973 O Baily Adoran

Attention: Harry L. Garmansky, Esq.

Re: Account No:

1915-33837

Steven Silverman Borrower:

Gentlemen:

In accordance with your Subpoena and telephone conversation with our attorney John B. Lee, we are enclosing photocopies of the following:

> Credit Application Comakers Statement Promissory Note Loan Status Record TRW Credit Reports (2)

> > Very truly yours,

/ R.C. Schultz

Asst. Dept. Head

RCS: PMD Enc.

Enc A

CERTIFIED MAIL RETURN RECEIPT REQUESTED

BE-CC-8

SUBPOENA DUCES TECUM

UNITED STATES OF AMERICA SECURITIES AND EXCHANGE COMMISSION

To Manufacturer's Hangver Trust	
P.O. Box 39, Rowling Green	n Station, New York, N.Y.
At the instance of U.S. Securities	es and Exchange Commission
you are hereby required to annear before	Harry L. Garmansky
of the Securities and Exchange Commissio	n, at 26 Federal Plaza
ix the City of	
on the21st day of August	, 1973, at .10:00 o'clock
	gan order of investigation to Sections 19(b) and
And you are hereby required to bring and place the following books, papers, and	with you and produce at said time
.Any and all records including but	not limited to loan
applications, loan documents, into	ernal bank memorands and
documents relating to Mr. Steve S: #191533837	
Fail not at your peril.	
and Exchange C the undersigned Exchange Comm it, has hereunto	whereof, the scal of the Sccurities commission is affixed hereto, and, a member of said Securities and ission, or an officer designated by set his hand at New York, N.Y.

OFICE TO WITNES If claim to marie for witness fee or initiage, this subjection should accompany voiches. Witness fees and

TO YAUCACTUANTIES ITAMOVER TRUINT Seech gines applied vision for a loan of Seech gines applied vision for Seech gines applied vision for a loan of Seech gines applied vision for a loan of Seech gines applied vision for a loan of Seech gines applied vision for Seech gines a	Application For Loan	1.0.			·	DATE	10 1	
PARTY PATRY PALL NAME MARK			0		36	TONE	MONTH FTT	G NG LLS
PATHER PRINT PULL NAME [MISS ST & JEW SIJUENDA J	erun Mail To		PONE	[] on []	BUSINE	4g		
CONTROL ADDRESS NO. 8 STREET CITY STATE S		· 4 ·	NOME.	T 1 1			ER OR BUSINE	5 :3
THE STATE SPOOD INT. HICKORY BATTERY 2327 JOST 13 BAILY 1223 FOT THE HIGH CITY THE TATE 200 CORN TELEPOOL STATE SPOOD INT. HIGH CITY THE ADDRESS HIGH. A STATE SPOOD INT. HIGH CITY THE ADDRESS HIGH. A STATE SPOOD INT. HIGH CITY THE ADDRESS HIGH. A STATE SPOOD INT. HIGH CITY THE ADDRESS HIGH. A STATE SPOOD INT. HIGH CITY THE ADDRESS HIGH CITY STATE SPOOD INT. HIGH CITY HIGH CITY STATE SPOOD INT. HIGH CITY HIGH CITY STATE SPOOD INT. HIGH CITY SP		6.1		¥	· _		1	_
THE PROPERTY OF THE PROPERTY O	Juss STEVEN	31/030					N/o~ +	(0
TELEPHONE RO. 1/2	PRINT HOME ADDRESS ING ST	REET)			HESS (NO. 6	STREET)	Tollar Tollar	
TELEPHONE NO. Y 1 - 75 5 5 V	2327 West		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		74	70,00	, place	¢ 👸 🕠
TELEPHONE NO. YY 9 - 755 S	CITY STATE	. / 2	P CODE II	S. INCHE CITY		ATE	ZIP COBE	
PREVIOUS HOME ADDRESS NO. B STATE ST	3614~ ~	1 11/2	23	1 1	The second secon			
PREVIOUS FORM ADDRESS (NO. 8 STATE) STATE STATE SIN CODE 125 NO. 1 STATE ST	TELEPHONE NO.	11/2	160 E		MPLOYEE	PARTNER		
TADDINGS THE STATE ST	445-7555	I SHENTS		- _ 0				C 1001
DAYE OF BUTT! DAYE OF BUTT! SHARRIED SHEET SHARRIED SHEET SHARRIED DAYE OF BUTT! SHARRIED SHEET SHARRIED SHARRIED DAYE OF BUTT! SHARRIED SHEET SHARRIED SHARRIED SHARRIED SHARRIED SHARRIED SHARRIED SHARRIED SHARRIED SHARRIED SHARRIED SHARRIED ADDRESS GIV STATE AND A SHARRIED STATE AND A SHARRIED		STHEET)		KINI				
DATE OF BUILT!			TIP CODE I	Eus			<u> </u>	
DAYE OF BUILT!	Beaut	22 4				The state of the s		
PROJETS FULL NAME CELL STICE S. LORD OF STATE ANDRESS CITY STATE ANDRESS CITY STATE ANDRESS CITY STATE OUNCE INSIGHT STATE OUNCE INSIGHT ANDRESS CITY STATE OUNCE INSIGHT SALARCE SALA	DATE OF BUILD	<u>- 3, ~ 1</u>		NO OF IF	FMPLOVED LE	15	1 131-	7
ADDRESS CITY STATE ALCOHOLS ADDRESS CITY STATE AND AL SALARY GIVE ROUNCE OF OTHER DISTAGE AND VOL SALARY GIVE ROUNCE OF OTHER DISTAGE TO AVE X BITY WILL Y S S S O OTHER INCOME TO AVE X BITY WILL Y S S S S O OTHER INCOME TO AVE X BITY WILL Y S S S S O OTHER INCOME TO AVE X BITY WILL Y S S S S O OTHER INCOME TO AVE X BITY WILL Y S S S S O OTHER INCOME TO AVE X BITY WILL Y S S S S O OTHER INCOME TO AVE X BITY WILL Y S S S S O OTHER INCOME TO AVE X BITY WILL Y S S S S O OTHER INCOME TO AVE X BITY WILL Y S S S S O OTHER INCOME TO AVE X BITY WILL Y S S S S O OTHER INCOME TO AVE X BITY WILL Y S S S S O OTHER INCOME TO AVE X BITY WILL Y S S S S O OTHER INCOME TO AVE X BITY WILL Y S S S S O OTHER INCOME TO AVE X BITY WILL Y S S S S O OTHER INCOME TO AVE X BITY WILL Y S S S S O OTHER INCOME TO AVE X BITY WILL Y S S S S O OTHER INCOME TO AVE X BITY WILL Y S S S S O OTHER INCOME TO AVE X BITY WILL Y S S S S O OTHER INCOME TO AVE X BITY WILL Y S S S S O OTHER INCOME TO AVE X BITY WILL Y S O OTHER INCOME TO AVE X BALANCE TO AVE X B S S S O OTHER INCOME TO AVE X B S S	, , , , , , , , , , , , , , , , , , , ,	Dainet D.	EPARATED		AN TWO YEAR!	3 LIVE		1
NAME OF BANK DANK ACCOUNTS NAME OF BANK DANK ACCOUNTS NAME OF BANK BANK BRANCH ACCOUNTS A	11/67/						, - j.f. -	STATE
DO YOU OWN AN AUTOMOBILEY D. YES ET NO. ARE there any judaneers cancered or frome Exercition or other length precedings pending against you, or few you exceeded any wagments of the store		to 5,100	24 1711		(() (!)	STY	DEAT	١ .
ADDRESS CITY AUE X BITATE DO YOU OWN AN AUTOMOBILET DYES ENO MARS. State whether you have ever applied to, or been a borrower or co-maker in, the Personal Loss Department of this listakis. Are there are judgments entered or Income Execution or other legal preventions, pending against you, or lever you ever the control of the listakis. Are there are judgments entered or Income Execution or other legal preventions, pending against you, or lever you ever the does not extend any warments. As if my income the control of the listakis. It yes state the assount of martinean credit approved 3. Yann of Blank. DESCRIPTOR & ACCOUNTS NAME OF BANK BRANCH BRANCH BRANCH BRANCH BRANCH BUSINESS CHECKING BAYENS C. I DE U.M. AVE Y. WEST D. YEAR YOUNG TO THE COUNTY NUMBER OF SAME, Locate of Personal Property, Purcha error with any Bank, Losa or Finance Company, Store or other Leeditors, (If None, phone et also "NONE.") LESS BANK OF SAME, SCHEMAN OF OTHER CHAPTERS. ADMISS. We are extended to atten and disting any mounts respective the statement about and or characters. And the prevention of t	NEARCST HELATIVE			ATIN	UAL SALARY		E OF OTHER IN	GAE"
DO YOU OWN AN AUTONOBLEST OF TO MARE. State whether you have ever applied to, or been a berrower or co-maker in, the Personal Loap Department of this listak	WITH YOU SE- WILE	5. / 4	~~~	8	7800	1.5	` الا ت ش	,
DO YOU OWN AN AUTOMOBILET I YES THO MARE. State whether you have ever applied to, or been a horrower or commaker in, the Personal Loss Department of this Islanki. 20. Are those any Judgments entered or Income Execution or other local precondines pending against you, or love you executed any warments. As It is a give details (if None please side "NUNE") 15. you gow have or have you over had no overdout or evolvine credit account, including a credit card?. 15. You gow have or have you over had no overdout or evolvine credit account, including a credit card?. 16. Yes, state the amount of maximum credit approved \$	ADDRESS CHY		STATE			150		1
DO YOU OWN AN AUTOMOBILET C YES TWO MAKE. State whether you have ever applied to, or been a horrower or commaker in, the Personal Load Department of this Islank: "A. Are there any Judgments entered or Income Execution or other load precondings pending against you, or leave you executed any warments." It may not dead to the property of the property	-TC7 AU	e x B/T/	ym IU	. Y 8	8.580	11		
State whether you have ever applied to, or been a horrower or comaker in the Personal Loan Department of the Banks Are there any judgments entered or Income Execution or other head precordines pending against you, or leave you executed any warreness. If you gove death of the property o								
DANK ACCOUNTS NAME OF BANK BRANCH BRANCH ACCOUNT NUMBERS BUSINESS CHECKING Floyt NAME Cry Avenue (Street of Personal Property, Purchaser with one Bank, Loan or Finance Company, Store or other Creditors, (II None, placer state "NON.") MAKE OF BANK, Converted to action across discious and inference on their Creditors, (II None, placer state "NON.") NAME OF BANK, Converted to action across discious and inference on the Creditors, (II None, placer state "NON.") Was not included to action across discious and inference on the Creditors, (II None, placer state "NON.") Was not included to action across discious and inference on the Creditors, (II None, placer state "NON.") Was not included to action across discious and inference across the converted to across that I have no cultivate by the regulator. I I be the regulator of a many that all unbilled \$0.5% with respect factor at all by core at 15 to 15	C.,,	d se er bene e ber	rewer or co-m	naker in the	Personal Loan	Department of sinst you, or l	this liankie	d any was
PERSONAL CHECKING BUSINESS CHECKING BAVINGS List lector all outstanding obligations as ilerrower, Co-maker, Indorser, Gunaturar Mortzagor, Lovee of Personal Property, Purcha errow with any Bank, Loan or Finance Company, Store or other Leeditors, (U. None, plane state "NONL") MANG OF BANK, Schrady on Office Children Address Addre	State whether you have ever applie Are there any judgments entered a menta? Area . If so, eiver data the you now have or have you ever If Yes, state the amount of maximu	d to, or been a hor or Income Execution ils (If Ninne pleas had an averdeaft	n or other les e sinte "NON! or revolving e	ual proceedii EM redit account	nes pendig e ag : 1, inc'alin e a c	ainst you, or l	1400 (000 except)	d sny was
BUSINESS CHECKING DAVINGS List below all outstanding obligations as ligerower, Co-maker, Indorser, Guarantor Mortgager, Lerce of Personal Projects, Purcha error with any Bank, Loan or Finance Company, Store or other Creditors, (If Nunc, please state "NONL") MANG OF BANK, COPPANY OR OTHER CAS OFFER ADDRESS JATL OF LOAN ACCOUNT NO. ONIO ANT. Unique recommendation of the control of the con	State whether you have ever opplie Are there any judgments cuttered a mental? Are I for ever density for my lave or have you ever if Yes, state the amount of marinum presentation of carrier or area.	d to, or been a hor income Execution (16 Name plans had as averdent in credit approved	in or other les e state "NON! or excalsing e 3	ual proceeds E21 redit account Name o	nes ponding ag 1, inc ding a c d Bank	redit card?.	HOLTBASE	d any was
DAVINGE List below all outstanding obligations as Horrower, Co-maker, Indorser, Guarantor Mortgapor, Lescee of Personal Property, Purcha er control on the second property of the seco	State whether you have ever opplie Are there any judgments entered a mente? A A C . If you give deta the you now have or have you ever if Yes, state the amount of maximus presemption a LOCATION OF ARAL SUTATE OWNER	d to, or been a hor or Income Executio ils (1f None pleas had an overdeals in credit approved NAME OF B	m or other less and entire "NON" or revolving a structure of structure	cal precenting	ne pendige ag: i, inc ding a c Cosy	uinst you, or l redit eard? BALANC	MOLTEASE	d any war
Lies below all outstanding obligations as ligrower, Co-maker, Indorser, Guarantor Mortgagor, Lovec of Personal Property, Purcha er with any Bank, Loan or Finance Company, Store or other Creditors. (If None, please state "NONE") MANG OF BANK, Coverant on Other Cas Order ADDRESS ADDRESS ADDRESS DATE OF COM ACC S Many Accounts no. Only ANY Unique recommendation of the Company	State whether you have ever opplie Are there any judgments entered a mente? Are I for eight deta the you may have or have you ever if Yes, state the amount of maximu presemence a Location or area, survive owns DANK ACCOUNTS	d to, or been a hor or Income Executio ils (1f None pleas had an overdeals in credit approved NAME OF B	m or other less and entire "NON" or revolving a structure of structure	cal precenting	ne pendige ag: i, inc ding a c Cosy	uinst you, or l redit eard? BALANC	MOTTERSC FOLDS	ed any war
We now actionfied to obtain anchor disclose may information from the state wints above made or citization. I reversel that I have no octionfied to obtain anchor disclose may information from the state wints above made or citization. I reversel that I have no octionfied to obtain anchor disclose may information from the state wints above made or citization. I reversel that I have no octionfied to obtain anchor disclose may have not been accounted as timen above made or citization. I reversel that I have no oction of the resulted and while the state wints above made or citization. I reversel that it is not that appeared have not that one of the page of the state of the not of the state o	State whether you have ever oppile Are there any judgments entered a menta? A A A A B SA STATE OF A	d to, or been a hor in factore Execution is (18 Name plans hard an averdent in credit approved NAME OF B	m or other fee sinte "NON" or revolving of struct in h	Eal preceding in the preceding account to the preceding account to the preceding and the preceding account to the preceding and the preceding account to the preceding acco	BRANC	ainst you, or i redit card? BALANC H J CST 3 SF	MOTTAGE MOTTAGE MOTTAGE ACCOL 75/	JNY NOM
THE STATE OF DATE OF COAT STATE OF THE STATE	State whether you have ever oppile Are there any judgments entered any indigments entered any indigments. The period of the policy of the poli	to, or been a hor in factor of the come Execution is off Name plans hard an execution or credit approved. NAME OF B Float N Condition of the company of t	on or other le- sinic "NONI or revolving of TITLE IN N IANK ATE_C.T	ual proceedii Finance Prodit account Name o IAME op	BRANC	BALANCE H CONTROL C	MOTTAGE MOTTAGE MOTTAGE ACCOUNTY	JNY NON
We are activated to obtain another disclose may information fees may moving requiring the statements above made as eitherwise. I remove that I have no cultist my charge such a depend on the statements above made as eitherwise. I remove that I have no cultist my charge such a depend on the statements above made as eitherwise. I remove that I have no cultist my charge such as depend on the statements of the statements of the statement of the stat	State whether you have ever opplie Are there any judgments cutered a mental? Are If an eight dans the power of the power of the power of the mount of marine. DESCRIPTION OF AREA OWNED DANK ACCOUNTS PERSONAL CHECKING BUSINESS CHECKING BAVINGS List below all outstanding obligation	NAME OF B	ANK ATE C.7 maker, Indors	Eal proceeds First Name of Name of	BRANC	BALANC H CST 3 24	MOTTAGE MOTTAGE MOTTAGE ACCOUNTY	JNY NON
APPROVAL DESERVED FOR UNITED TO PAY OUT A PORT OF DAMES APPROVAL DESERVED FOR UNITED TO PAY OUT A PORT OF DAMES APPROVAL DE TOTAL DESERVED FOR UNITED TO PAY OUT A PORT OF DAMES APPROVAL DE TOTAL DESERVED FOR UNITED TO PAY OUT A PORT OF DAMES APPROVAL DE TOTAL	State whether you have ever opplie Are there any judgments entered a neute? Are I for eye dete the you now have or have you ever if Yes, state the amount of maximus pessuppers a Location of Arac survive owner DANK ACCOUNTS PERSONAL CHECKING BUSINESS CHECKING BUSINESS CHECKING SAVINGS List below all outstanding obligation with any Bank, Loan or Finance C	NAME OF B Floor No. 10 or 10	in or other less state "NOM" THERE IN A THE C.T. maker, Indoes	Lal precedit Final Name of Na	BRANC BRANC Ex Wast Mortgager, L ploare state "NC	BALANC H CONTROL BALANC BA	MOTTRACE MOTTRACE MOTRACE M	JNY ROM
APPROVAL DESERVED FOR UNIT OF BARE DESCRIPTION OF PARCELLA DESCRIPTION OF PARC	State whether you have ever opplie Are there any judgments entered a menta? Are I for eight deta the you wave or have you ever the you wave have or have you ever the Yes, state the amount of maximus passurprier a LOCATION OF ARAL SUNTE OWNER DANK ACCOUNTS PERSONAL CHECKING BUSINESS CHECKING BAVINGS List liclow all outstanding obligation with any Bank, Loan or himnes C make of Bank, Loan or himnes C	NAME OF B Floot No. 10 Per No. 1	on or other for e sinte "NON" synte in h when he considered in h ank system in h	Lal precondite (Company) Name of the Company of th	BRANC BRANC Ex Wast Mortgager, L ploare state "NC	BALANC H Corf Corece of Person NAL.*	MOTTEAGE MOTTEA	JNY NOM
APPROVAL DESERVED FOR UNIT OF BARE DOUBLE TO THE TOP OF BARE 1017 DESERVED FOR UNITED TO PAY OUT TO THE TOP OF BARE 1017 DESERVED FOR THE PAY	State whether you have ever opplie Are there any judgments entered a menta? Are I for eight deta the you wave or have you ever the you wave have or have you ever the Yes, state the amount of maximus passurprier a LOCATION OF ARAL SUNTE OWNER DANK ACCOUNTS PERSONAL CHECKING BUSINESS CHECKING BAVINGS List liclow all outstanding obligation with any Bank, Loan or himnes C make of Bank, Loan or himnes C	NAME OF B Floot No. 10 Per No. 1	on or other for e sinte "NON" synte in h when he considered in h ank system in h	Lal precondite (Company) Name of the Company of th	BRANC BRANC Ex Wast Mortgager, L ploare state "NC	BALANC H Corf Corece of Person NAL.*	MOTTEAGE MOTTEA	JNY NOM
APPROVAL DESERVED FOR UNIT OF BARE DOUBLE TO THE TOP OF BARE 1017 DESERVED FOR UNITED TO PAY OUT TO THE TOP OF BARE 1017 DESERVED FOR THE PAY	State whether you have ever opplie Are there any judgments entered a menta? Are I so, eye done the policy of the policy of the policy of the policy of the smooth of maximum prescription a location of aral surate owner. DANK ACCOUNTS PERSONAL CHECKING BUSINESS CHECKING BAVINGS List below all outstanding obligation with any Bank, Loan or himnes Change of Bank, Courant of Others (China)	NAME OF B Floor No. 10 Per No. 1	ANK ANK ANK ANK ANK ANK ANE C.7	A U None (BRANC BRANC Ave y be Nortgaper, L please state "NC	BALANC BALANC H C-vec of Person NIL'') COUNT NO. 6	MOTTAGE MOTTAGE MOTTAGE MOLDE ACCOL 7.57 44.6 Solution Aut 1 u.p.	JNY NOM 2 9 2 0 cha er.
APPROVAL DESERVED FOR UNIT OF BARE DOUBLE TO THE TOP OF BARE 1017 DESERVED FOR UNITED TO PAY OUT TO THE TOP OF BARE 1017 DESERVED FOR THE PAY	State whether you have ever opplie Are there any judgments entered a menta? Are I so, eye done the policy of the policy of the policy of the policy of the smooth of maximum prescription a location of aral surare owner. DANK ACCOUNTS PERSONAL CHECKING BUSINESS CHECKING BAVINGS List below all outstanding obligation with any Bank, Loan or himnes Change of Bank, Courany of others.	NAME OF B Floor No. 10 Per No. 1	ANK ANK ANK ANK ANK ANK ANE C.7	A U None (BRANC BRANC Ave y be Nortgaper, L please state "NC	BALANC BALANC H C-vec of Person NIL'') COUNT NO. 6	MOTTAGE MOTTAGE MOTTAGE MOLDE ACCOL 7.57 44.6 Solution Aut 1 u.p.	JNY NOM 2 9 2 0 cha er.
24 1/05 1000 1000 100 22 - 8100 100 - 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	State whether you have ever opplie Are there any judgments entered a menta? Are I so, eye done the policy of the policy of the policy of the policy of the smooth of maximum prescription a location of aral surare owner. DANK ACCOUNTS PERSONAL CHECKING BUSINESS CHECKING BAVINGS List below all outstanding obligation with any Bank, Loan or himnes Change of Bank, Courany of others.	NAME OF B Floor No. 10 Per No. 1	ANK ANK ANK ANK ANK ANK ANE C.7	A U None (BRANC BRANC Ave y be Nortgaper, L please state "NC	BALANC BALANC H C-vec of Person NIL'') COUNT NO. 6	MOTTAGE MOTTAGE MOTTAGE MOLDE ACCOL 7.57 44.6 Solution Aut 1 u.p.	JNY NOM 2 9 2 0 cha er.
24 1/05 1000 1000 100 22 - 8100 100 - 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	State whether you have ever opplie Are there any judgments entered a menta? Are I so, eye done the policy of the policy of the policy of the policy of the smooth of maximum prescription a location of aral surare owner. DANK ACCOUNTS PERSONAL CHECKING BUSINESS CHECKING BAVINGS List below all outstanding obligation with any Bank, Loan or himnes Change of Bank, Courany of others.	NAME OF B Floor No. 10 Per No. 1	ANK ANK ANK ANK ANK ANK ANE C.7	A U None (BRANC BRANC Ave y be Nortgaper, L please state "NC	BALANC BALANC H C-vec of Person NIL'') COUNT NO. 6	MOTTAGE MOTTAGE MOTTAGE MOLDE ACCOL 7.57 44.6 Solution Aut 1 u.p.	JNY NOM 2 9 2 0 cha er.
10 10 5 1000 1000 100 100 22 - 81000 100 - 10 10 100 100 100 100 100 100	State whether you have ever opplie Are there any judgments entered a menta? Are I so, eye done the policy of the policy of the policy of the policy of the smooth of maximum prescription a location of aral surare owner. DANK ACCOUNTS PERSONAL CHECKING BUSINESS CHECKING BAVINGS List below all outstanding obligation with any Bank, Loan or himnes Change of Bank, Courany of others.	NAME OF B Floor No. 10 Per No. 1	ANK ANK ANK ANK ANK ANK ANE C.7	A U None (BRANC BRANC Ave y be Nortgaper, L please state "NC	BALANC BALANC H C-vec of Person NIL'') COUNT NO. 6	MOTTAGE MOTTAGE MOTTAGE MOLDE ACCOL 7.57 44.6 Solution Aut 1 u.p.	JNY NOM 2 9 2 0 cha er.
10 10 5 1000 1000 100 100 22 - 81000 100 - 10 10 100 100 100 100 100 100	State whether you have ever opplie Are there any judgments entered a menta? Are I so, eye done the policy of the policy of the policy of the policy of the smooth of maximum prescription a location of aral surare owner. DANK ACCOUNTS PERSONAL CHECKING BUSINESS CHECKING BAVINGS List below all outstanding obligation with any Bank, Loan or himnes Change of Bank, Courany of others.	NAME OF B Floor No. 10 Per No. 1	ANK ANK ANK ANK ANK ANK ANE C.7	A U None (BRANC BRANC Ave y be Nortgaper, L please state "NC	BALANC BALANC H C-vec of Person NIL'') COUNT NO. 6	MOTTAGE MOTTAGE MOTTAGE MOLDE ACCOL 7.57 44.6 Solution Aut 1 u.p.	JNY NOM 2 9 2 0 cha er.
SALVOS TOTO / CCO'NIT 110. 22 - S'ENTOTOS - 1-1/1/2 TOTO CONTOS - 1-1/2 TO	State whether you have ever opplie Are there any judgments entered a menta? Are I so, eye done the policy of the policy of the policy of the policy of the smooth of maximum prescription a location of aral surare owner. DANK ACCOUNTS PERSONAL CHECKING BUSINESS CHECKING BAVINGS List below all outstanding obligation with any Bank, Loan or himnes Change of Bank, Courany of others.	NAME OF B Floor No. 10 Per No. 1	ANK ANK ANK ANK ANK ANK ANE C.7	Precionalism Nation of National	BRANC BRANC BRANC E X W 57 Mortgagor, L pleare state "NC ATL OF LOAN AC The state of the	BALANC BALANC H C-vec of Person NIL'') COUNT NO. 6	MOTTAGE MOTTAGE MOTTAGE MOLDE ACCOL 7.57 44.6 Solution Aut 1 u.p.	JNY NOM 2 9 2 0 cha er.
SALVOS CONTY (CONTY 10. 82 - SCHOOLS - 1-1/2 10. 10. 10. 10. 10. 10. 10. 10. 10. 10.	State whether you have ever opplie Are there any judgments entered a menta? Are I so, eye done the policy of the policy of the policy of the policy of the smooth of maximum prescription a location of aral surare owner. DANK ACCOUNTS PERSONAL CHECKING BUSINESS CHECKING BAVINGS List below all outstanding obligation with any Bank, Loan or himnes Change of Bank, Courany of others.	NAME OF B Floor No. 10 Per No. 1	ANK ANK ANK ANK ANK ANK ANE C.7	Precionalism Nation of National	BRANC BRANC BRANC E X W 57 Mortgagor, L pleare state "NC ATL OF LOAN AC The state of the	BALANC BALANC H C-vec of Person NIL'') COUNT NO. 6	MOTTAGE MOTTAGE MOTTAGE MOLDE ACCOL 7.57 44.6 Solution Aut 1 u.p.	JNY NOM 2 9 2 0 cha er.
SALVAGE OF OR AND	State whether you have ever opplie Are there any judgments entered a menta? Are I so, eye done the policy of the policy of the policy of the policy of the smooth of maximum prescription a location of aral surare owner. DANK ACCOUNTS PERSONAL CHECKING BUSINESS CHECKING BAVINGS List below all outstanding obligation with any Bank, Loan or himnes Change of Bank, Courany of others.	NAME OF B Floor No. 10 Per No. 1	ANK ANK ANK ANK ANK ANK ANE C.7	Precionalism Nation of National	BRANC BRANC BRANC E X W 57 Mortgagor, L pleare state "NC ATL OF LOAN AC The state of the	BALANC BALANC H C-vec of Person NIL'') COUNT NO. 6	MOTTAGE MOTTAGE MOTTAGE MOLDE ACCOL 7.57 44.6 Solution Aut 1 u.p.	JNY NOM 2 9 2 0 cha er.
7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	State whether you have ever opplie Are there any judgments entered a menta? Are I so, eye done the policy of the policy of the policy of the policy of the smooth of maximum prescription a location of aral surare owner. DANK ACCOUNTS PERSONAL CHECKING BUSINESS CHECKING BAVINGS List below all outstanding obligation with any Bank, Loan or himnes Change of Bank, Courany of others.	NAME OF B Floor No. 10 Per No. 1	ANK ANK ANK ANK ANK ANK ANE C.7	Precionalism Nation of National	BRANC BRANC BRANC E X W 57 Mortgagor, L pleare state "NC ATL OF LOAN AC The state of the	BALANC BALANC H C-vec of Person NIL'') COUNT NO. 6	MOTTAGE MOTTAGE MOTTAGE MOLDE ACCOL 7.57 44.6 Solution Aut 1 u.p.	JNY NOM 2 9 2 0 cha er.
5 - 12 2 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	State whether you have ever opplie Are there any judgments entered a menta? Are I so, eye done the policy of the policy of the policy of the policy of the smooth of maximum prescription a location of aral surare owner. DANK ACCOUNTS PERSONAL CHECKING BUSINESS CHECKING BAVINGS List below all outstanding obligation with any Bank, Loan or himnes Change of Bank, Courany of others.	NAME OF B Floor No. 10 Per No. 1	ANK ANK ANK ANK ANK ANK ANE C.7	Precionalism Nation of National	BRANC BRANC BRANC E X W 57 Mortgagor, L pleare state "NC ATL OF LOAN AC The state of the	BALANC BALANC H C-vec of Person NIL'') COUNT NO. 6	MOTTAGE MOTTAGE MOTTAGE MOLDE ACCOL 7.57 44.6 Solution Aut 1 u.p.	JNY NOM 2 9 2 0 cha er.
7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	State whether you have ever opplie Are there any judgments entered a mental? Are if you give done the you gow have or have you ever if yes, state the amount of marining personners of all bases and perso	NAME OF B Floor No. 10 Per No. 1	ANK ANK ANK ANK ANK ANK ANE C.7	Precionalism Nation of National	BRANC BRANC BRANC E X W 57 Mortgagor, L pleare state "NC ATL OF LOAN AC The state of the	BALANC BALANC H C-vec of Person NIL'') COUNT NO. 6	MOTTAGE MOTTAGE MOTTAGE MOLDE ACCOL 7.57 44.6 Solution Aut 1 u.p.	JNY NOM 2 9 2 0 cha er.
	State whether you have ever opplie Are there any judgments entered a mental? Are if you give done the you gow have or have you ever if yes, state the amount of marining personners of all bases and perso	NAME OF B Floor No. 10 Per No. 1	ANK ANK ANK ANK ANK ANK ANE C.7	Precionalism Nation of National	BRANC BRANC BRANC E X W 57 Mortgagor, L pleare state "NC ATL OF LOAN AC The state of the	BALANC BALANC H C-vec of Person NIL'') COUNT NO. 6	MOTTAGE MOTTAGE MOTTAGE MOLDE ACCOL 7.57 44.6 Solution Aut 1 u.p.	JNY NOM 2 9 2 0 cha er.
	State whether you have ever opplie Are there any judgments entered a mental? Are if you give done the you gow have or have you ever if yes, state the amount of marining personners of all bases and perso	NAME OF B Floor No. 10 Per No. 1	ANK ANK ANK ANK ANK ANK ANE C.7	Precionalism Nation of National	BRANC BRANC BRANC E X W 57 Mortgagor, L pleare state "NC ATL OF LOAN AC The state of the	BALANC BALANC H C-vec of Person NIL'') COUNT NO. 6	MOTTAGE MOTTAGE MOTTAGE MOLDE ACCOL 7.57 44.6 Solution Aut 1 u.p.	JNY NOM 2 9 2 0 cha er.
	State whether you have ever opplie Are there any judgments entered a mental? Are if you give done the you gow have or have you ever if yes, state the amount of marining personners of all bases and perso	NAME OF B Floor No. 10 Per No. 1	ANK ANK ANK ANK ANK ANK ANE C.7	Precionalism Nation of National	BRANC BRANC BRANC E X W 57 Mortgagor, L pleare state "NC ATL OF LOAN AC The state of the	BALANC BALANC H C-vec of Person NIL'') COUNT NO. 6	MOTTAGE MOTTAGE MOTTAGE MOLDE ACCOL 7.57 44.6 Solution Aut 1 u.p.	JNY NOM 2 9 2 0 cha er.

EST CUT WILLE

IF THIS LOAN IS ONE WHICH IS TO BE P!		BR. 110.	15		CONTROL NO.	7/1/2
applicant only, or on an individual designate limited to \$15,000., including balances on a provided after the express or declared mature	ed by the Bank in the case. Il leans with insurance on	of a cornacete		ship app f the sar	effective on the licant, Such com no policy. Insut	the of the ora, c is nace is not
To Manufacturers Hanover Trust Company	3100 6 61.	. 4. C. X. 1		Date .	<u> </u>	
					8	
I am aware of the application made by which you will rely and which is to be made and which will evidence the debt. If this delivery of the same to you by the applican require regarding the statements below mad it may be returned to any of the signers the	e part of the aforementione statement and note are not nt or his agent. You are au de or otherwise. If the loss creof.	delivered to oh the granted, a	was signer ou by ric, tain and/or nd return o	concur assume disclos the not	rently with the p i full limbdige for entry in incation and respected.	lement, on romissory r the prope n you may when paid,
SEND MAIL TO:	HOME P or []	BUSINESS		ि	6	All Translated
DMR. PRINT FULL NAME	4 V	` .	NAME OF	EMPLOY	LA OR BUSINESS	
O MISS COT THE TOTAL TO THE STREET	ETI TAPT, NO. ADD	11/1	/ /)	(es 🕠	Vr 1 VV	
2777. (1881)	12.7	-31/C=	. CV.		1. 1. 10	ra ya maa sa waxaa ka waxaa k Na waxaa ka
· · · · · · · · · · · · · · · · · · ·	P CODE YAS, THERE CITY		STATE	1	P CODE TEL	EPHONE A
ELEPHONE NO.	(5.5,2) /	PLOYEE DE	ARTHER		WALLE	٠٠٠٠ سن
THENT !	CA. OWN DOM	HER 00	FFICER		W. 11.10	1/2
REVIOUS HOME ADDRESS IND. & STRE		OF BUSINESS	1 2000	DEPART	MENT -	
	P CODE YAS, THERE EMPL	OYEE/BADGE	I.C. V. J. TH	enej ;	OCIAL SECURIT) NUMBER
A STATE OF THE STA	17221		1/12	ς.		() 4
ATE OF SIATH	SEPARATES DEPENDENTS THAT	PLOYED LESS TWO YEARS, IOUS EMPLOY	SIVE 3		l-	
QUSE'S FULL NAME	AGUI	E35 (NO. 1	STREET	34		STATE
They word in 1	4.6.5.46.2	11	10.	4	<u> </u>	148
ELATIONENIP OF	d 1000	ALSALARY	GIVE/SOUR	CE OF O	THER INCOME!	اريا
		And the state of t				11/1
	914	n Income	5H 31	ere. A	and the	1872
	THO MAKE:	- Income	5F 11	(p. 6	THER INCOME!	<i>,,,</i>
DO YOU OWN AN AUTOMOBILE? YES State whether you have aver applied to, or be Are there any judgments entered or Income E wage assignments?	MAKE:	in, the Perso ceedings pend state "NONE" it account at a	nal Loan E ing agains ')nother bar	epaitme Lyou, or	YEAR:_	/_ 6 In
DO YOU OWN AN AUTOMOBILE? YES State whether you have ever applied to, or be Are there any judgments entered or Income E wage assignments? If so, give Do you now have or have you ever had a che If Yes, state the amount of maximum credit a	MAKE:	in, the Perso ceedings pend	nal Loan E ing agains ') nother bar	Department you, or	YEAR:nt of this Bank:have you execut	2.4 red any
DO YOU OWN AN AUTOMOBILE? YES State whether you have aver applied to, or be Are there any judgments entered or Income E wage assignments?	MNO MAKE: cen a borrower or co-make: Execution or other legal pro- details. (If None, please ick-credit or revolving crec approved \$	in, the Perso ceedings pend state "NONE" it account at a Name of Ban	nal Loan E ing agains ') nother bar	Pepaitme I you, or	YEAR:	2.4 red any
DO YOU OWN AN AUTOMOBILE? YES State whether you have ever applied to, or by Are there any judgments entered or Income E wage assignments? If so, give Do you now have or have you ever had a che If Yes, state the amount of maximum credit a	MNO MAKE: cen a borrower or co-make: Execution or other legal pro- details. (If None, please ick-credit or revolving crec approved \$	in, the Perso ceedings pend state "NONE" it account at a Name of Ban	nal Loan E ing agains ') another bar k	Department you, or	YEAR:nt of this Bank:have you execut	A. C
DO YOU OWN AN AUTOMOBILE? YES State whether you have ever applied to, or both the series of Income E wage assignments? If so, give Do you now have or have you ever had a che If Yes, state the amount of maximum credit a DESCRIPTION & LOCATION OF REAL ESTATE OWNED	MNO MAKE: cen a borrower or co-make: Execution or other legal pro- details. (If None, please ick-credit or revolving crec approved \$	in, the Perso ceedings pend state "NONE" it account at a Name of Ban	nal Loan E ing agains ') unother bar k	Department you, or k?	YEAR:	AET
DO YOU OWN AN AUTOMOBILE? YES State whether you have ever applied to, or be Are there any judgments entered or Income E wage assignments? If so, give Do you now have or have you ever had a che If Yes, state the amount of maximum credit a DESCRIPTION & LOCATION OF REAL ESTATE OWNED BANK ACCOUNTS MAME O	MHO MAKE: ees a borrower or co-make: Execution or other legal pro- details. (If None, please lock-credit or revolving cred approved \$	in, the Perso ceedings pend state "NONE" it account at a Name of Ban Cos	nal Loan Eing agains ') another bar k	Department you, or k?	YEAR:nt of this Bank:have you execut	AET
DO YOU OWN AN AUTOMOBILE? YES State whether you have ever applied to, or be Are there any judgments entered or Income E wage assignments? If so, give Do you now have or have you ever had a che If Yes, state the amount of maximum credit a DESCRIPTION & LOCATION OF REAL ESTATE OWNED BANK ACCOUNTS HAME OF	MHO MAKE: ees a borrower or co-make: Execution or other legal pro- details. (If None, please sck-credit or revolving cred approved \$	in, the Perso ceedings pend state "NONE" it account at a Name of Ban Cos	nal Loan Eing agains ') another bar k	Department you, or he?	YEAR:	ed any
State whether you have ever applied to, or by Are there any judgments entered or Income E wage assignments? If so, give Do you now have or have you ever had a che If Yes, state the amount of maximum credit a DESCRIPTION & LOCATION OF REAL ESTATE OWNED BANK ACCOUNTS NAME OF THE OWNED OF THE OWNED OF THE OWNED OWNED OF THE OWNED	MHO MAKE: ees a borrower or co-make: Execution or other legal pro- details. (If None, please lock-credit or revolving cred approved \$	in, the Perso ceedings pend state "NONE" it account at a Name of Ban Cos	nal Loan Eing agains ') another bar k	Department you, or he?	YEAR:	/. 4 led any
DO YOU OWN AN AUTOMOBILE? YES State whether you have ever applied to, or be Are there any judgments entered or Income E wage assignments? If so, give Do you now have or have you ever had a che If Yes, state the amount of maximum credit a DESCRIPTION & LOCATION OF REAL ESTAYE OWNED BANK ACCOUNTS NAME O	B HO MAKE: con a borrower or co-make: inecution or other legal pro- details. (If None, please ck-credit or revolving crec approved 8 TITLE IN NAME OF OF BANK cosh of the foregoing snaw	in, the Perso ceedings pend state "NONE" it account at a Name of Ban Cos	mal Loan E inc agains ') another bar k BAI	Department you, or he?	YEAR:	ME INCOM
DO YOU OWN AN AUTOMOBILE? YES State whether you have ever applied to, or be Are there any judgments entered or Income E wage assignments? If so, give Do you now have or have you ever had a che If Yes, state the amount of maximum credit a DESCRIPTION & LOCATION OF REAL ESTATE OWNED BANK ACCOUNTS HAME O BUSINESS CHECKING SAVINGS	B HO MAKE: con a borrower or co-make: Execution or other legal pro- details. (If None, please ck-credit or revolving crec approved 8 TITLE IN NAME OF OF BANK cosh of the foregoing snaw	in, the Perso ceedings pend state "NONE" it account at Name of Ban Cos	mal Loan E inc agains ') another bar k BAI	Department you, or he?	YEAR:	ed any
DO YOU OWN AN AUTOMOBILE? YES State whether you have ever applied to, or be Are there any judgments entered or Income E wage assignments? If so, give Do you now have or have you ever had a che If Yes, state the amount of maximum credit a DESCRIPTION & LOCATION OF REAL ESTAYE OWNED BANK ACCOUNTS RAME O PERSONAL CHECKING SAVINGS 1 bereby affire that of	B HO MAKE: con a borrower or co-make: inecution or other legal pro- details. (If None, please ck-credit or revolving crec approved 8 TITLE IN NAME OF OF BANK cosh of the foregoing snaw	in, the Person ceedings pend state "NONE" if account at Name of Ban Cos	mal Loan Eing agains manother bar manother	Department you, or lik?	YEAR:	ed any
DO YOU OWN AN AUTOMOBILE? YES State whether you have ever applied to, or be Are there any judgments entered or Income E wage assignments? If so, give Do you now have or have you ever had a che If Yes, state the amount of maximum credit a DESCRIPTION & LOCATION OF REAL ESTATE OWNED BANK ACCOUNTS NAME OF PERSONAL CHECKING SAVINGS I hereby affire that of	DHO MAKE: con a borrower or co-make: Execution or other legal pro- details. (If None, please ick-credit or revolving cred approved 5 TITLE IN NAME OF PERMIC RESERVED SOR MEANS OF IDENTIF MACYS LEGAL 1-16	BRANCH BRANCH	mal Loan Eing agains manother bar manother	Department you, or lik?	YEAR:	AET
DO YOU DWN AN AUTOMOBILE? YES State whether you have ever applied to, or be Are there any judgments entered or Income E wage assignments? If so, give Do you now have or have you ever had a che If Yes, state the amount of maximum credit a DESCRIPTION & LOCATION OF REAL ESTATE OWNED BANK ACCOUNTS NAME OF PERSONAL CHECKING SAVINGS I bereby affire that of	DHO MAKE: con a borrower or co-make: Execution or other legal pro- details. (If None, please ick-credit or revolving cred approved 5 TITLE IN NAME OF PERMIC BEANK BEANS OF ICENTIF MACYS LEGAL 1-16 6	BRANCE BRANCE	mal Loan Eing agains) mother bar k GAI Correct,	Department tyou, or her more than the more tyou, or her more tyou, or her more than the more type that the more type the more	YEAR:	AET
DO YOU DWN AN AUTOMOBILE? YES State whether you have ever applied to, or be Are there any judgments entered or Income E wage assignments? If so, give Do you now have or have you ever had a che If Yes, state the amount of maximum credit a DESCRIPTION & LOCATION OF REAL ESTATE OWNED BANK ACCOUNTS NAME OF PERSONAL CHECKING SAVINGS I bereby affire that of	DHO MAKE: con a borrower or co-make: Execution or other legal pro- details. (If None, please ick-credit or revolving cred approved 5 TITLE IN NAME OF PRANK CONTROL OF CONTROL MEANS OF IDENTIF MACYS CONTROL DETAILS IN CONTROL DETAILS OF IDENTIF MACYS CONTROL MA	BRANCH BRANCH	mal Loan Eing agains manother bar manother	Department tyou, or her more than the more tyou, or her more tyou, or her more than the more type that the more type the more	YEAR:	MET THE COM

MANUFACTURERS HANO	VER TRUST COMP	ANY
1915 3363 7 PERSONAL LOAN		23.70
1 3383 7	tal of Payments	274 12
2. (4)	Internst/Discount	227.60
	EPAID FINANCE CHARGE	
Summ Control No. 15-39 471	Sum of 24+2b)	
lala - a. Ar	nount Financied (1 minus 3)	,2001.7.
	her Charges Filing Fees (if any)	
10·17.107 2 6 La	ion Proceeds (4 minus 5) INUAL PERCENTAGE RATE	11.42.
FOR VALUE RECEIVED, the undersigned, and each of them, if more it Co-Middler) jointly and severality premise(s) to pay to 1:27/UFACTURERS MANDY Yest. Plaza. New York City, the Total of Parmeters in Let equal to each, commencing thirty days after the date that the lean is me of the Total of Payments is prepared in full. Each shuff rother the uncerted parallel shuffled in the several payments and title and the manuser Premark Finance Characterist payments and title account of 1:10.0 Becomers with 1:29, in addition to other amounts due, at Impering years of 1:10.0 Becomers with 1:29, and odition to other amounts due, at Impering years of 1:10.0 Becomers with 1:29, and odition to other amounts due, at Impering years of 1:10.0 Becomer shuffled years and substitute of thornow or havening to the payment of all other parallel years and substitute of thornow or havening the payment of all other payments of the payment of the pa	ower to Bank fincludi ng this no ing, viethout limitation, these il Security Interest in the followin	te) of whatever nature or description, whatier not are joint, seesalf, contingent or unmatured is property, vic:
and Berrower gives Bank a continuing intransfer right of set off upon any and nit measured or speciall with, or otherwise in the assured or constructive possission or country, time destine and Eark is authorized at any time, without prior not otherwise contempent or commercial hereins for Collectivety Colled "Collectivety, and the was essignment, if any, attoched to this more to execute the "Genevar, frank the Borrower agrees to modulare flowly out the contract destination of every kind of Africe to agrees or destined muturity of this nite, Borrower shall plus, into used to enforce or collect this note, the equal expenditures for necessary court proof auch of lightern, shall be used by each Borrower shall fail to pay an instalment of this nuite when due, or to gay to perform any agreement herein contained or contained in any other agreement or agreement by metersally uniting; for if at any time impasted them and in any such event, Dank, at its colion, may declare this not	rest on unpaulibilances at the lices, including an attorney's fee to be enforced, any changes as here elivered by Borrower to Bank, is in the opinion of Bank the firm.	legal rate. Borrower agrees that if an attorney is not 20% of the fotal amount owing on account indown provided to the pay any Obligations, or is than representation by Borrower to Barrian in secular egonosobility of Horrower has browner is not all representations.
If any of the following events should occur with respect to any Rorrows business: filing of a victuriary or involuntary petition under any of the provision business of erectors; entry of adjacent or issuance of an order of attachment, mak any proceeding or procedure for enforcement of a money judgment; then und in a writthout notice or demand, for thinkin home and bus inmediately due and payable. Upon the happening of any of the dioresid events, and at any time thereaft a secured party under the flew or of the dioresid events, and at any time thereaft a secured party under the flew or of the original events and the which any private is a or inter-intended discussions thereof so to he was also endingentian, which provisions for notice Bornower of Bank agric are stack threatens to decline speedily in what or is of a type customarily sold on a recognize after the provisions for endingent and payment of arres is shift not was on inflect any prior accel default of this note and consists to any and all extensions, renowals or releases of may be granted by Bank, all without affecting or releasing all arrower upon and O matching and a courte of conduct or to hele was all by of its rights or remoticis in therein act forth. No term or previsions or the innormal art of the sense, the liability of other parties to the neet, the liability.	my such event, this note and any er, Bank chall have, in addition it rower notice of this tring and plan have notice in mouth. No such notice used by market pratter of this note. Each Borra way party habbe upon any of sa liberation. If his habile lines have the same think shall one the Blank share. Bank shall one the same party habbe upon any of sa the same think shall one the Bank share.	r other Cobligations, attitudings not yet due, shall, to all other rights and emerchans the remodes of sec. I may public add of the Cottating and sho holists as to as how division on the right of given by Bonk with respect to Colleteral wind tower waives notice of distinct in the corn of add Obligations, as wiewers or munifications from any act to the common to describe the con-
is absolute and unconditional. Any notice is the Sunk shall be deemed affective only if sent to and rece- City. Any notice to Borrower shall be deemed affecient of sont to such party at his Bank and Borrower, in any telepition in which Bank and any of them shall be to interpose any defense band upon any Statute of Limitations or any claim of hardly authorized, without further notice, to obtain signatures of additional Cu- klaws of the State of New York.	and at the Personal Loan Duport List known address appearing or adverse parties, waive trial by a luches and any set off or cour	ment of Bank, at 4 New York Plaza, New York http://docords.of Bank, dry, and Borrower, in addition, waives the right stretching of any nature or diverption, Bank is
RECEIPT OF A COPY OF THIS NOTE, APPROPRIATELY COM	IPLETĘD, IS HEREBY	ACKNOWLEDGED BY BORROWER.
CORROWER: Steven Silvermon		ego ay de Well National celebration is experienced
CHARLES TRANS	COMAKER:	
COMMITTER:	CG-MAKER:	
ASSIGNMENT OF WAGES, SALARY, COMMISSIONS	OR OTHER COMPENSA	ATION FOR SERVICES
This assignment is executed as security for, or as a manner of		
e bank or trust company or credit union	doing business in New 1	Port. 10:17.002
MANUFACTURERS HANGVER TRUST COMPANY Parsonal Loin Disperiment 4 New York Piles New York Piles New York Piles		
The undersigned, "Borrover," only executed and is referred to in the whole not by each note, dies hereby trained an estim to you as collegial facurity for the headfar have or united to the indentioned an entire, suffer, continuously or other any one or enter foliate employers of the undersigned in the extent of un amounts is provide. You are hereby authorized to poply the same are fully paid. Any of my stud employers is further authorized to great the filter of the provided to great the same as well upon the control of the same are foliated to great my payment make to you have undersigned.		
THIS IS AN ASSIGNMENT OF WAGES, SALARY, COMMISS	IONS OF OTHER COM	INTERSATION FOR SERVICES

cf,rq31,191533837

CF, RQ31, 191533837

LUAN NUMBER	1915-33857				
UNPAID BALANCE	1,782.00		DATE POSTED	10/25/72	
LATE CHG3 DUE	.00		FACE AMOUNT	2,376.00	
CURR NET PAYOFF	1,599.38		SCHED PYHT AMT	86.00	
CURRENT REBATE	182.62		TERM	36	
DATE EFFECTIVE	09/19		BR/DLR NUMBER	. 15	
HOTICE RECORD	00/00/00		DATE LAST PY'	07/20/73	
HEXT PYHT DUE	08/19/73		DATE LAST TRAN	10/25/72 CODE 193	
UNPAID PORTION	.00		NEXT REBATE	168.57	
OTHER CHGS DUE	.00	EXT/ADV 0	HEXT HET PAYOFF	1,613.43	
COLL 0	HS/DEC 1	REFIN 0	SP REF 0	L/C WAIVED 0	

BDS 110100000S1LVERMAN GEO S 02327111202375311231020112063380248AMDENTALLAZ31436

SILVER JAN GEO S 02327-1-112 02375-3-11 3102-0-11 AMDENTALLA 060380248 01 10-17-72 1101000 0033 15-10-14

******** NO RECULD FOUND ******* * * * * * * END OF REPORT * * * * *

BEST COPY AVAILABLE

			* * * * * * * * * * * * * * * * * * * *	UPDATE)	PROFILE	1FW	CONFIDENTIAL
313S		00081	LVENBAN'	STE 3 0232	27111200	0127X11200	074T1001314089	098406 NEDNO 023 093
SIL	V ZIMIAN 1 10-1	7-72	STE G	02327-1-1	12 00127 15-09-3	7-X-11 (0074-T-10 BJ00	NLONGO 131403909
				CN *****				
		I						
		i.						
					,			

BEST COPY AVAILABLE



MANUFACTURERS HANOVER TRUST NEW YORK, N. Y. 10015



United States Securities & Exchange Commission 26 Federal Plaza New York, New York 10007 Room 1100

Attn: Harry L. Garmansky, Esq.

1928 PLAINTIFF'S EXHIBIT 39. LAW OFFICES SEC. EXCIL CO N. Y. REGIONAL OF THE JULIUS WINN RECEIVED 261 MADISON AVENUE NEW YORK, N. Y. 10016 AUG 2: 1973 MURRAY HILL 7-5707 AREA CODE 212 Daffy □ !loran August 23, 1973 Harry L. Garmansky, Esq. U.S. Securities and Exchange Commission 26 Federal Plaza - Room 1100 New York, New York Re: Steve Silverman Dear Mr. Garmansky: Confirming conversation wherein I advised you that I was the attorney for Family Finance Corporation; that Family Finance Corporation had received a Subpoena Duces Tecum by certified mail on the date that the Subpoena required attendance before you and that I would forward to you in lieu of personal appearance by Family Finance Corporation, the documents required by the Subpoena, I am enclosing herewith xerox copies of the following: 1. Ledger Card 2. Application for Loan 3. Note 4. Disclosure Statement Assignment of Wages (2) 6. Financial Statement. Very truly yours, Julius Winn JW/ed Encs.

1929

				Duricks in case	since (a.
milo k Para Nachres	in in Name	aince 'n	CITY STATE ZIA		- CLEPHONE
	······································	-racemont	A THE PARTY OF THE	Company of the state of the sta	
21 61 104N .CHI DU	OF PAVELNESS	TOTAL OF PAYMENTS	Harristania (* 1865).	TAL CHO FEL ENT CHO	
MY NE PINANCEU I DE MANTE	. PREMIUM	, ANCE PREMIUM .ON F.	LAGINSUH BORROWER	•	
e to calle to	AMOUNT OF	A B H W JA H. V LIM	- Plast promont	MATURITY DEFAU.	AN EURITU COAN INC. E
romitte anover		POSITION HET JAL		ук сенопе	
L. Carente		POSITION TO THE SALT	CMP. DATE PAY JAY . T	CULLMONC.	
	Lipac BACAN	DATE	ACCOUNT NUMBER	COMMENT	• ,,,,,,,
3	1774		1 73_201863-0_	2nn i	· · · · · · · · · · · · · · · · · · ·
	52.17 1721 52.13 1669	.767 03-08-	73, 201863-1. 73, 2 01863-1.	2m02	
Parameter of the Artist Control		.524 D4-7 -		·	The state of the s
· · · · · · · · · · · · · · · · · · ·	52.18 <u>151</u> .41 <u>146</u>	1.765_07-1	. a. 2° i >?	<u>2006</u>	-
II. Maria de la composition della composition de	1.51 = 1.00°	<u>, : </u>	73_2 <u>`</u> ;`3 - `	1:12° 2.7 	
				· · · · · · · · · · · · · · · · · · ·	
Maria de la compania					
1973 1974 19					
ender in der State					
· NAL LOAN		LAST LOAN DA	TE MADE HOWPA	BLNS UCC. E AL	DATE
AN NAME (ELEPHON	. *		MPLOYER ADDRESS- 6	OHROWER	
	on <u>a september a sep</u>	<u></u>	MPLOYER ADDRESS—S	POUSE	

MARCER MARCER			was early to be a			11.		2	A		
WATER AREA BINTH DAT BINTH PHON BINT	fill	·	: '`;	1 11 -140	- for		. 1. 1 1	"::			
MATER MA	delle galatie							ALL SALES		and the ga	
WATER AREA BINTH DAT BINTH PHON BINT								and the second			
MATER MA	and the state of t										
MATER MA	E.790 E.09 F.	great de		l se en	A 1 / 11				2007		
MATER MA				,							
WATER AREA BINTH DAT BINTH PHON BINT											
WATER AREA BINTH DAT BINTH PHON BINT											
MARKER MARKER				•			-• - • - • - • - • - • - • • • • • • • 	•			
MARKER INC. INC.								ll e		1000	
MARCER MIS. SIDENEE FORMANION FORMANION A & H 9 PROPERTY S TOTAL TEPUNOS S SOLICITATIONS RECORD OF INSURANCE CLAIMS SATE SOLICITATIONS RECORD OF INSURANCE CLAIMS SOLICITATIONS RECORD OF INSURANCE CLAIMS SATE SOLICITATIONS RECORD OF INSURANCE CLAIMS SOLICITATIONS RECORD OF INSURANCE CLAIMS SATE SOLICITATIONS RECORD OF INSURANCE CLAIMS SOLICITATIONS SOLICITATIONS RECORD OF INSURANCE CLAIMS SOLICITATIONS RECORD OF INSURANCE CLAIMS SOLICITATIONS					•		<u> </u>				
MARCER MIS. SIDENEE FORMANION FORMANION A & H 9 PROPERTY S TOTAL TEPUNOS S SOLICITATIONS RECORD OF INSURANCE CLAIMS SATE SOLICITATIONS RECORD OF INSURANCE CLAIMS SOLICITATIONS RECORD OF INSURANCE CLAIMS SATE SOLICITATIONS RECORD OF INSURANCE CLAIMS SOLICITATIONS RECORD OF INSURANCE CLAIMS SATE SOLICITATIONS RECORD OF INSURANCE CLAIMS SOLICITATIONS SOLICITATIONS RECORD OF INSURANCE CLAIMS SOLICITATIONS RECORD OF INSURANCE CLAIMS SOLICITATIONS	And the second second			4 - 1 A - 1		-			Awarun Walter		
MARKER MISS.	3// 4							ne date e monectatio ns (*		and the second	
MARER MARER MISS MISS MISS MISS MISS MISS MISS MIS	Lake Mill	Links and		onderfolgische George		10 (1)	14 - 14 - 1 5 - 15 - 15 - 15 - 15 - 15 - 15 - 15	a dale i cara di di di serie s			
MARKER MR. MISS MISS MISS MISS MISS MISS MISS MIS								A VIII			
MARKER MR. MISS MISS MISS MISS MISS MISS MISS MIS					[] # [] 1 1 1 1 1 1 1 1 1						
O-MARER MR. MISS MISS MISS MISS MISS MISS MISS MIS					A					· · ··· · · · · · · · · · · · · · · · ·	
O-MARER MR. MISS MISS MISS MISS MISS MISS MISS MIS					-						
MARKER MR. MISS MISS MISS MISS MISS MISS MISS MIS				** ***********************************							100 To 100
DIRTH DATE ME. MISS M			104							en e	
DINTH DATE MISS								NAME AND POST OF THE PARTY OF T			
DIMARER MAIL MISS MISS MISS MISS MISS MISS MISS MISS MICE MIC							Anna State				
DIMARER MAIL MISS MISS MISS MISS MISS MISS MISS MISS MICE MIC									n 5		
DIMARER MAIL MISS MISS MISS MISS MISS MISS MISS MISS MICE MIC	10 C 16 S C 10 C 10 C 10	in retain at									
DINTH DATE MISS							, t				
DINTH DATE MISS											
MARCH MISS MISS MISS MISS MISS MISS MISS MIS											•
MARCH MISS MISS MISS MISS MISS MISS MISS MIS		and the second of the second o									
SOLICITATIONS SOLICI	The Base of Steward in the Steward i										I DIBTH CATE
SOLICITATIONS SOLICI	The second of th										SIRTH DATE
CITY POSITION PROPERTY S PR	MRS.									SINCE	BIRTH DATE
PROPERTY S TOT SINS PROPERTY S TOTAL PEFUNDS S STERREST OR DISCOUNT S CHARGES S PEES S TOTAL PEFUNDS S SOLICITATIONS RECORD OF INSURANCE CLAIMS BATE DESCRIPTION DATE DESCRIPTION DATE CLAIMS PD. AMT PD. DESCRIPTION OF DISABILATION OF DISABILATION CLAIMS PD. AMT PD. DESCRIPTION CLAIMS PD. AMT PD. DESCRI	MRS. SIDENCE										
SOLICITATIONS SOLICITATIONS RECORD OF INSURANCE CLAIMS SATE DESCRIPTION DATE DESCRIPTION DATE CLAIMS PD. ANT PD. DESCRIPTION OF DISABIL	MRS. ESIDENCE DORESS MPLOYER				e.	/ Ta				SINCE	PHONE
SOLICITATIONS SOLICITATIONS RECORD OF INSURANCE CLAIMS OCSCRIPTION DATE DESCRIPTION DATE CLAIMS PD. ANT PD. DESCRIPTION OF DISABIL TOTAL PEFUNDS S	MRS. ISIDENCE DORESS MPLOYER MPLOYER'S				e.	/ Ta				SINCE	PHONE
SOLICITATIONS RECORD OF INSURANCE CLAIMS OATE DESCRIPTION DATE CLAIMS PD. ANT PD. DESCRIPTION OF DISABIL 17/2 (1) TOTAL PWD II 1	ESIDENCE DORESS MPLOYER APLOYER S DORESS	TREFUNDS:			e.	ı yv		PROPERTY S		SINCE POSITION	PHONE
DATE DESCRIPTION DATE DESCRIPTION DATE # CLAIMS PD. ANT PD. DESCRIPTION OF DISABIL	ESIDENCE DORESS MPLOYER APLOYER'S DORESS EPINANCE MFORMATION	<u> </u>	SIFE S		ei ei	ı yv		PROPERTY 9	TOTAL	FINCE POSITION TOT- INS.	PHONE
DATE DESCRIPTION DATE DESCRIPTION DATE # CLAIMS PD. ANT PD. DESCRIPTION OF DISABIL	ESIDENCE DORESS MPLOYER APLOYER'S DORESS EPINANCE MFORMATION	<u> </u>			ei ei	ı yv		PROPERTY S	TOTAL	FINCE POSITION TOT- INS.	PHONE
TIVE CALL TOTAL PART II	ESIDENCE DORESS MPLOYER APLOYER'S DORESS EPINANCE MFORMATION	<u> </u>	ure s		ei ei	ı yv				PEFUNOS	PHONE
	ESIDENCE DORESS MPLOYER APLOYER'S DORESS EPINANCE MFORMATION	SCOUNT B			ei ei	ı yv				PEFUNOS	PHONE
	ENDENCE ESTORNEE DORESS MPLOYER APLOYER S APLOYER S APPRESS EPINANCE AFORMATION ATEREST OR D	4couw7	OLICITA	ch ATIONS	Cr Cr ARGES 3	A & H +	PEES B	ECORD OF IN	SURAN	POSITION TOT. INS. PEFUNDS	PHONE PHONE
	EPINANCE FORMATION ITEREST OR DI	SCOUNT 8	OLICITA	ch ATIONS	Cr Cr ARGES 3	A & H +	PEES S	ECORD OF IN	SURAN	POSITION TOT. INS. PEFUNDS	PHONE PHONE
	ESTORNEE ESTORNEE DORESS MPLOYER MPLOYER'S DORESS EPINANCE MFORMATION MTEREST OR DI	SCOUNT 8	OLICITA	ATIONS DESCRIPTION	CI CI	AAHI	PEES S R CLAIMS PD. TOTAL PWO II	ECORD OF IN	SURAN	POSITION TOT. INS. PEFUNDS	PHONE PHONE
	ESTORNEE ESTORNEE DORESS MPLOYER MPLOYER'S DORESS EPINANCE MFORMATION MTEREST OR DI	SCOUNT 8	OLICITA	ATIONS DESCRIPTION	CI CI	AAHI	PEES S CLAIMS PO. TOTAL PWO II	ECORD OF IN	SURAN	POSITION TOT. INS. PEFUNDS	PHONE PHONE
, , , , , , , , , , , , , , , , , , ,	SPECIAL SERVICES SPLOYER SPORESS PLOYER'S SORESS PINANCE FORMATION STERESY OR DESCRIPTION OF	SCOUNT 8	OLICITA	ATIONS Ossession con	CI CI	, ec.	PEES S CLAIMS PO. TOTAL PWO II	ECORD OF IN	SURAN	POSITION TOT. INS. PEFUNDS	PHONE PHONE S

The same of the sa	. Smiles . 1	**************************************	Trans Miles and a					
TYPE OFFICIAL AVI. FINANCED TERM PAYMENT	FIRST DUE		BIRTHO-TE B	DESCRIPE BISTU	DATE SPOUSE	PUIND ALLON	UNI NUMBER	
11/2/10/00/00/01 . 355500000	1111				0 1 0 1 1 1 7	OR S	F. FEE S. F. IN1.	CELECTIAE CHIE !
THE PROPERTY OF PR	13	0 1,30	11/2	14700	11,5/	(100,0	0,0,0,0,0,0,0,0	1,0,2,1
MC MAXIMUM CREDIT SCORE MERCHANT	OTHER	E ADJUST	ED E	12063	-38-02	48		N To I o I
13017101 BCBCBCBV 4001940000	0,0,0	2000	0.0	SERVICE / SECURI	TY		SE Con Farmation	DEALER NAME
LICATION TAKEN BY CIR PLATE 15 TO	1/22		1 1	131-40		40/12	/ .7	The same and the s
ROWER'S NAME	110		APPLICA	UNT WILL C	ALL ON OF	3/DA	Y AT / O'CLO	CK
LAST, FIRST MIDDLE	TAB	SPOUSE'S	AME SEK 14 C	C MIDDLE	RETURN # DEPS.	OWN DENTS	APARTHENT UNFURNISHE	0 Cl 90014 C
LIVERNAM STEVEN	 →	GROK	200776	L. INITIAL	INDEX		Sis - Mel	
EET ADDRESS	TAB .	SINCE	745	ORTGASEE/LANDLORE	, 	MORTGAGE OF	1137/60	SECOND MTGE PMT, \$
3,27 West 13, St. 1 Flage	TAB .		AND RE	112	VINCE	-/ (DORES ARTLLVEN	1 5/1
THE TOP	1-10	131-17/	PIZ	77	SE PRICE \$	P	RESENT FIRST ORTGAGE BALANCE \$ 3 Fm. "	1. Horse PRESE
A - 1/21 - A/	TAB _	TELEPHONE	- 1	B VERIFIED				n.orr C
100 KLUN New (prk, 1/1223)	- 4	149-7.	55XY	D RES. VERIFIED				
140 127 Ave X Being C/charente 17.	FROM	14 3 4792	228	LVIOUS ABORESS	CLATAN	0/		
ES3-3448		wife	W.	S E-3	St Bly	10	aunts 20 ye	- 645-
ROWER'S EMPLOYER		•						
T COULDN TUC.	TAB	POSITION	GF	1058 SALARY EMPL	OYMENT DATE	DAY	17 A TELEPHONE	IF SPOUSE HAS 1.0 EMPLOYER - 810
200000000000000000000000000000000000000	-7/	RASER	15510	69005	76.77	RIL	4.2.21.1.3	I IF SPOUSE IS E
14 Rivity Mice N.Y.C.	•		VE	RIFIED EMP	11-11	Ma!	1-11/2	- RETURN & INCL.
14/057	FROM	10	VE	RIFIED PREV EMP #	en-esci	· //K J	teve Mikos	
9. =2	FROM	10		IFIED PREV. EMP. #	1			
SE'S EMPLOYER	===			1/5				
1101 Noutat Ista	TAB	POSITION	GR		OYMENT DATE	DAY	/ TELEPHONE	B VERIFIED ETF.
2122		eNTalle	ech, O	66,008	1-70 F	RID	6.93 - 8241	D SH
3/02 Cherch Are Billy	VER	IFIED EMP. S.	errisor	Me 1	APPER	7-11-12	DIE TO IN	APPLICANTE
STUTE TO THOM TO	VER	IFIED PREV. EMP.	*1	171. 7	age ~			
COME NONE.								YEARS AT
BANK LINEAN SHOWS WEST AND STATE CON		O DESCRIPTION	V: RIFIE					TELEPHONE
CONTRACTOR AND	NGS MAN	O DESCRIPTION	BATC	price	FINANCED BY		MONTHLY PAYNE	NIS HOME-REST
OPENCO / AMOUNT TERMES	SECURITY	PRESENT	OF LAST	RATIO			HOW VERIFIED	APPLICANT =
C-VI-C 10/18/23/1473.69		\$		10.14				APPLICANT =
- Mic43 900 00		1250						
CA COUST 10/17/21/878-18 36 m 18 11.	K lash	1		W42 11/1		·	-A	APPLICATION
	· Apreja	7		Wal ///	1172			BANK DE
						0	AT	APPLICANT :-
				1		E		OPEN LOAT
						F		TOTAL IL
TOTAL NUMBER OF LOANS AND PRESENT BALANCES		5						FINANCE &
	-1							,

Plaintiff's ExHiBit 39

FAULLY FIRMICE CORPORATION 2211 CHURCH AVERUS BROOKLYN. HEW YORK 0 WIFES 201063-05 Gungette Silvermine 2327 W.13 STREET STEVERHAN, STEVEN 2327 W. 13 ST. B'Klyn N. 4. 1/223 CKLYH, NY 11223 63.05 75 . 5 V-10-26-72 1300.00 39,82 -9.000 1771.75 2 AMOUNT OF NOT 1870.43 52.19 30 AGREED RATE 2W% per month on any part of the unpaid balance of the loan not in excess of \$100 and 2% per month on any part of the unpaid balance of the loan in excess of \$100 but not in excess of \$100 12-10-72 If the First Payment Due Date is extended beyond one month from date, Customers agree to pay on the First Payment Due Date the amount of the Extension Charge (First Payment) set out above. A default in the payment of any sum due, or any part of a payment, shall, at the option of the holder, its assignces or any subsequent holder, and without notice or demand, render the unpaid balance due and payeble, less any refund of interest due in accordance with the provisions of the New York Small Loan Law, and thereafter interest at the agreed rate shall occur on the outstanding balance. Acceptance of payment after default shall not constitute a waiver of such default. therestier miterest at the agreed rate shall accrue on the outstanding balance. Acceptance of payment after default shall not constitute a waiver of such default, in the event of default of more than five (5) days in the payment of more than one-half of any scheduled payment, the undersigned agree to pay a default charge. If a payment is due and wholly unpaid, the Creditor may defar payment of all unpaid payments on which no default charge has been collected and in the event all unpaid payments are deferred one or more full months, the undersigned agree to pay a deferment charge. All parties to this note hereby severally waive presentment, demand, notice of non-payment and protest and consent that the time of payment may be extended any number of times without notice or previous consent, hereby binding themselves, jointly and severally, unconditionally, and as original promisors for the full All parties jointly and severally acknowledge and agree that in any action or proceeding on any matters whatsoever arising from the obligation evidenced by this note, they will and they do waive trial by jury. note, they will and they do wave trial by jury.

Customers have the right to prepay the loan contract in full or in part at any time and, in the event of prepayment, refunds of precomputed interest shall be made as required and in accordance with the provisions of the New York Small Loan Law.

SECURITY AGREEMENT

The undersigned Debtor(s) grants a security interest to the Secured Party in the following described personal property, located at the Debtor's residence payment of any future loan by the Secured Party to Debtor(s) or a refinancing or renewal of the described loan. O MOTOR VEHICLE: MARE STYLE AND MODEL C DENTIFICATION NUMBER NOT A STEMPEN AND A STORE All hour school goods now owned by Debtor(s) and all after-acquired household goods All household goods now owned by Debtor(s) and all after-acquired household goods

If this Security Agreement includes a motor vehicle, Debtor(s) covenant they will not remove same from the State of their present residence shown above
and if this Security Agreement includes other personal property, Debtor(s) covenant they will not remove such other personal property from their residence,
if default shall occur in the payment or any debt secured hereby or any conditions of this Security Agreement, then the Secured Party may take immediate
possession of the collateral wherever found, with or without legal process, may require the Debtor(s) assemble the collateral and make it available to the
Code on default by the Debtor(s). After giving reasonable notification of the time, place any relate and name of disposition to the Debtor(s) and any one having a security
collateral who is known to the Secured Party or who have filed a Financing Statement, the Secured Party may self, leave or otherwise dispose of the
or in parcels or so much thereof as shall be necessary to satisfy the indebtedness secured, including interest charges and any reasonable expense of obtaining
possession and miling such property. The Secured Party may retain all of the proceeds of sale and shall account for any surplus to the Debtor(s) who shall remain
salele for any deficit. sable for any deficit.

The Debtor(s) authorize the Secured Party to perfect its incurity interest in the collateral described herein by the filling of a Funancing Statement spined by the Secured Party. Net to Customer(s) Balance Due After All Refunds and Credits on Losa No. 10 . C. Steven Check Payable to Check Payable to. Check Payable to WITNESSUS. Wife or Husband Of Customer A Co-Maker:

Co-Maker

ORIGINAL

630-32 Now York 6/71



(LS)

Steven	Silvine period	and	CREDITOR (N	lame and Address)		
Georgette	Silver pers	-	• 100		NCE CORPORATIO	
7327 We	057 15 172	re/			Now York 11225	line.
Date Lyn		K, 11223				
	Poyable in	663105		Payment Date	Other paymen	ls are due
	57/8	Other Payments	. 12-1	0-72	on the same d	
ANNUAL	Total of	FINANCE	Ameunt	Recording &	Title	*1
PERCENTAGE RATE	Paymonts	CHARGE	Financed	filing foos	Transfer Fee	
2021 *	,1889.35	. 489.41	138994	sunt	· wort	=
		inci	JRANCE NOT			
UTO PHYSICAL DAMAG	DE INSUBANCE DOL N	eblained by Customeric Transfer of behalfer in			The State of the S	Sila Nema asila
rough the Creditor, the	cost will be: Auto Ph	ysical Damage Insurance	wort.	months.	assometri merssetti tatu	insurance to be obta
REDIT LIFE AND DISABLE	ILITY INSURANCE IS NO	required to obtain this i			Mel managina.	a su II Luas se in siste
reditor to obtain such	issurance by signing I	below:	lean. Such insurance t	vill only be procured	for the term of the loc	n if Customor(s) raqu
1 desire Credit	Life and Disability	<u> </u>	roice Credit Life Insure	o de la companya del companya de la companya del companya de la co	, I DO NOT went	
	4.68:		the cost of \$		or Disabilit	
10-16-72	Town Sha	·				
Dete	Signition	Pote	Signal	-	On The	Signature
	EX	TRACT FROM	THE LAWS	OF NEW YO	DV	
		Cheater 2	99-laws of 1932 os	Amended		
rincipal balance of the mainder of the unpole b licensee shall permit bligated, directly or co storest then would othe storest, consideration, or storest, consideration, or	he empoid principal bal- lean in excess of one if a belence of the lean. My lean to be split u adingenity, or both, un cruise be permitted by r charges for the use or r charges shall not be or	lence of the loon age in hundred deliers but age i ip or divided. No fleens for more than one contr this section. If money shall not be de	in excess of three hun so shall induce or per- act of loon at the sam iducted or received in	consideration, or charge and deliars and two ac draw deliars and three aid in a deliars and three aid only person, nor an ima, for the purpose advance and shoil is	es not escaeding two on ir contum per month oil e-querters of one per y husband and wife join to or with the result of i	d one-half per centum to any part of the un- centum per menth on tily or severally, to become obtaining a higher rat principal belances.
rincipal balance of the mainder of the unpole le licenses shall permit bligated, directly or co street then would othe street, consideration, o street, consideration, o prior loon, the unpoid ma centract may be it	ne unpoid principal bal look in excess of one if bottone of the toon. ony loon to be again under adapting, or both, under charge the use of chorges shall not be or interest, consideration interpretated as interest.	tence of the loon and in hundred dollers but age in ip or divided. No fleened for more then one centre this section. If money shall not be do impounded; provided the or charges for the use of become principal in the	ores thereon interest, or occass of one hundre in access of throo hun on shall induce or per oct of loon of the san iducted or received in 1, if part or all of the	consideration, or charged did deliars and two ped deliars and three did deliars and three mill only person, nor an ion time, for the purpose advance and shoil is principal amount of all	es not exceeding two on in contum per month of e-quarters of one per i y husband and wife join to or with the result of i the computed on unpair ty loon contract is the v	d one-half per sentum i only port of the un only port menth on the unit on the unit of the
rincipal balance of the maninder of the unpole to licensee shall permit bligated, directly or co- stated then would othe herest, consideration, or prior lean, the unpole an contract may be in your lean shall be deem and delition to the maning and the shall be deem and the shall be deem and the shall be deem and the shall be deem and the shall be deem	to unpose principal balloon in excess of one if bolines of the bon. any lean to be spirit undingently, or both, uncrusive be permitted by or charges for the use or charges shall not be at interest, considerables interest, considerables incorporated as interest, considerables into the considerables.	tonce of the loon and in hundred dollars but ago in in or divided. No fleens for more than one control his section. If money shall not be do prepayeded, provided the or charges for the use of boaring principal in the secondary.	serve thereen interest, oncess of one hundre on excess of three hun se shall induce or per oct of loon of the sentiducted or received in fi, if part or all of the formore on such prior principal amount of principal amount of	consideration, or charged delices and two and delices and three mil only person, nor consection, for the purpose advance and should principal amount of as ioon which have accessored.	es not exceeding two on its continum per month of one per its per month of one per its	d enc-ball per sentum is any perior of the un entry for the un entry of the un entry of the unit of th
rincipal balance of the mainder of the unpole or licensee shall permit bligated, directly are co- derest shae would othe horest, consideration, a prior lean, the unpoid an contract may be it yet lean shall be deem addition to the mani- lm, service, brekerage, wild fees, if any acts	to unpoid principal ballons in excess of one if bettere of the team. any lean to be applie unique to be applie unique to be applied to a service to the unique to be applied by a charges for the use of charges shall not be at charges, consideration networked a separate too the unique to the u	ence of the loon and in hundred dollers but not in ip or divided. No fleense for more then one control this section. If money shall not be do one charges for the use of booring principal in the interest, consideration, a loo, or bonus or other to all on the linears.	erve thereen interest, access of one hundre on excess of three hundre or per oct of loon of the sent of loon of the sent of loon of the sent of the force of the	consideration, or charged delices and two per ded dollars and three mild any person, nor an action, for the purpor advance and shoil a principal amount of allows with lowe accessful and which have accessful and without a contract, a sifed, no further or and the directly or indirect.	ex not exceeding two on its continum per month or o-quarters of one price pain in the case of the case	d one-ball per zentum is any port of the un online per menth on the process of the unit of
rincipal balance of the manifer of the unpulle to licensee shall permit bligated, directly are contrast then would other them to the state of the st	to unpoid principal ba- leon in excess of one if bolonic of the bon. only leon to be spirit undiagonity, or both, un- convice be permitted by or charges for the use or charges shall not be or inforest, consideration inforest, consideration incommission or amount of commission, superse, in only not no consulty pe	tence of the loon net in hundred dollers but age in ip or divided. No fleenes for more then one centre this section. If money shall not be do impounded; provided the or charges for the use of bearing principal in the interest, consideration, of	areas interest, ancess of one hundre on excess of three hun so shall induce or persect of loon of the son iducted or received in II, if part or all of the famony on such prior or principal amount of principal amount of the son or t	consideration, or charged delices and two and delices and three mill only person, nor an element of the purpose advance and should be principal amount of a loon which have accessful, on the contract, of the delicety or indirector filing, recording or	es not exceeding two on recommendations of one per month of one per in the result of one per in the result of one computed on unpair or on with the result of the recommendation of the recommendation of the purposes of one confracted to recogning on any public or contracted to recogning on any public.	d one-ball per sentem is any pert of the un comp per of the un combine per ment on the period of the unit of the u
rincipal balance of the manifer of the unpole to licensee shall permit bilgoted, directly are contered then would othe storest, consideration, or briefly con, the unpole ment content to the manifer of the content to	to unpoid principal balloon in excess of one if bolines of the bon. Only lean to be split undingently, or both, uncovered by relating the permitted by relating to the use or charges shall not be a charges shall not be a charges shall not be a charges about a lateration of a separate look to make the commission, expense, and the commission, expense, only and necessably permy be collected when irrected for, or received respectively in full by seah.	pence of the loon net in hundred deliers but age in hundred deliers but age in per divided. No fleens for more than one centre this section. If money shell not be de prepareded, previded the ore charges for the use of boaring principal in the section, interest, consideration, interest, consideration, interest, consideration of the loon is mode or of a the contract of toon she	serve thereon interest, oncess of one hundre oncess of three hun on the server of the	deliers and two and deliers and three aid deliers and three aid deliers and three aid only person, nor and time, for the purpose advance and shoil a principal amount of a loon which have accepted, a such loon confract, a field, no further or aid, be directly or indirect any interest, consider any interest, consider any interest, consider any interest, consider any and and interest and interest.	es not exceeding two on its continum per month of one per its per month of one per its	d one-ball per zentum is any pert of the un only pert of the un only ment on the perturbation of the perturbation of the perturbation of this paragraph on the perturbation of the perturb
rincipal balance of the mainder of the unpail to licensee shall permit bilgated, directly are contract then would other them to the state of the sta	to unpose principal ballons in excess of one if bolience of the boon. Only lean to be applit undiagonity, or both, uncurries be permitted by a charges for the use or charges shall not be a charge of a charge of the collected when the collected when the collected of a charge of the charge of the charge of a charge of the charges of believes of the charges of t	pence of the loon and in hundred dollers but agr i ip or divided. No fleens for more than one centre this section. This section, the de- propounded, provided the or charges for the use of bearing principal in the secondary included, in interest, consideration, interest, consideration, less, or beaus or other to the loon is made or or of the centrary of loon she or new loon, refinencing of the precemputed inter- principal and interest ce	acres in thereon interest, access of one hundre on excess of three hun on the same of the	consideration, or charged deliars and three aid deliars and three mill only person, nor an are time, for the purpose time, for the purpose advance and should be principal amount of as loon which have accessor, a contract, a contract, a fine, no further or any interest, consideration or any interest, about a research and have no referred to the final installment date without the installment of inflatonest for failow the installment.	es not exceeding two on its continum per month of one per its per month of one per its per month of the per its per it	d one-ball per sentum is any port of the un control of the un control of the un control of the unit of
rincipal balance of the manifer of the unpole to licensee shall permit bligated, directly are conterest shan would other breast, consideration, a street, consideration, a prior team, the unpoid on contract may be it per lean shall be deen a addition to the manifer, service, brokerage, wild fees, if any, actu githe lean, which fees is act one charged, conterps whatsever. The lean contract is phick should be of least to see the street in the same of all the monthly in additional refund of a the first instalment of the freethelms.	to unpose principal balloon in excess of one if bolines of the bon. Only lean to be spirit undiagonity, or both, universe to permitted by a charges for the use or charges shall not be a interest, consideration interest, consideration interest, consideration in most rate or amount of commission, suppose, and present the state of the second of the sec	pence of the loon and in hundred deliers but age in hundred deliers but age in per divided. No fleens for more than one centre his section. If money shell not be de propounded; previded the or charges for the use of bearing principal in the section, interest, consideration, interest, consideration, interest, consideration of the loon is mode or at a new loon, refinancing of the precomputed later principal and interest combined are reach delivered to be in the section of precomputed later reach the section the section of precomputed later reach the section the section to the section the section to the section to the section to the section to the section the section to the secti	serve thereon interest, access of one hundre on excess of three hun on the same of the sam	deliers and two and deliers and two and deliers and three aid deliers and three mile of the purpose advance and should aprincipal amount of ailions which have accessful, and further or other, a delier, recording or any interest, and a delieve and a finish the anises shall have no relieve to finish the contract. If such a the contract, if such a the contract, if such a the contract, if such a the contract.	es not exceeding two on its continum per month of one per its per month of one per its	d one-ball per zentum is any pert of the un control of the un control of the un control of the unit of
rincipal balance of the manifer of the unpail to licensee shall permit bilgated, directly are contened the would other of the season of the se	to unpoid principal belian in excess of one if beliance of the lean. any lean to be again under the lean of the l	consect of the loon and in hundred deliers but age in hundred deliers but age in the delier but age in the delier between the control of money shell not be de impounded; previded the or charges for the use of bearing principal in the breather, consideration, after a consideration, after a control of the control of loon she delier but a control of loon she are the loon in mode or at a control of loon she are the control below the the control below the the control below the the control below the control	eres thereon interest, access of one hundre on excess of three hundred in excess of three hundred in excess of three hundred or received in st. if part or all of the famony on such prorion principal amount of principal amount of the only public officer fary time thereoffer. If the void and the light of the order of	annidatories, or charged deliars and three aid and the purpose advance and shall be principal amount of a loon which have accessful and installed and installed aid aid and installed aid aid aid aid aid aid aid aid aid ai	ex not exceeding two on in continu per month of one per in continu per month of one per in continuity in the result of one computed on unpaid by loan contract is the vivad within sisty days to not for the purposes of one charge or amount while charged, contracted it reads in any public colons or charges in each ghi to select or reading in any girl to the period of one of the date of prepayment occurs belowed instalment period is one meniod instalment detay. An	d one-ball per sentum is any pert of the un contain per menth on tily or severally, to be ablatining a higher or principal balances apaid principal balances for a preceived, accep files any informant is ass of those permitte ony principal, interes ive a refund of an om or less than one mont a tray files and incoment the and the lean is pre or prepayment baors is
rincipal balance of the manifer of the unpail to licensee shall permit bilgated, directly are contract then would other them to the property consideration, a prior lean, the unpaid on confract may be it are lean shall be deem to defition to the manifer of the property of the contract of the property of the contract o	to unpoid principal ballons in excess of one if bolence of the bean. any lean to be apilit under the bean to the b	percent to any re- percent the loan ret in hundred dollars but agr i ip or divided. No fleens for more than one center this section. If money shell not be de propounded, provided the or charges for the use of bearing principal in the section. Interest, consideration, is less, or bonus or other to indeed to be the control of the one of bonus or other to the loan is made or or or the control of loan she or new loan, refinencing of the precemputed letter principal and interest co and interest combined or interest combined or interest combined to for each day frees the date shell be decead to the control to belon to date the contract belon to	eres thereon interest, access of one hundre one cases of three hundred or received in 1, if part or all of the famous of the same of the s	consideration, or charged deliars and three aid deliars and three aid deliars and three aid deliars and three aid only person, nor an air time, for the purpose advance and shall be principal amount of ailians which have accessful, on further are the contract, and interesting or any interest, considerance shall have no rehe final instalment dots without of interest for the contract. If such issued if the first schedute the instalment date in the contract. If such issued if the first schedute the instalment date in the insta	es not exceeding two on its continum per month of one per its per month of one per its	d one-ball per sentum is any pert of the un containing per menth on the per menth on the period belances principal belances principal belances principal belances principal belances of this paragraph ony ofsever for any exam or, or received, excep files any informants ass of those permitte ony principal, interes the any exception to any exception to any exception to the first instalment the and the following principal to the first instalment the and the following principal y prepayment made of the delay of prepayment dela
rincipal balance of the manifer of the unpole to licensee shall permit bilgated, directly are conterest shan would other breat, consideration, a street, consideration, a prior team, the unpoid on contract may be in your lean shall be deen a addition to the manifer, service, brokerage, wild fees, if any, actual the contract is phich shall be at least to be the contract in phich shall be at least to set one charged, contracts the lean contract is phich should be at least to see the fifth contract of the same of all the monthly a additional shall mental and allowed the fifther the same of the first shall be a seen of all the monthly a definite of the first shall be same of the first shall be same of all the monthly a street the fifther the same of all the monthly a street the fifther the same of all the monthly a street the fifther the same of all the same shall be a same of the purpose.	to unpoid principal balloon in excess of one if bolience of the boon. Only lean to be spirit undirectly on the boon. Only lean to be spirit undirectly, or both, uncovince to permitted by a charges for the use or charges shall not be a interest, consideration interest, consideration interest, consideration interest of experient lean tenton may be collected when threated for, or received undirected for principal on the power data shall be made following an installment for the final installment or judgment is obtained for proposition of all, installments are proposed for proposed or all, installments are proposed for proposed or all, installments are proposed for proposed for proposed for proposed for proposed for proposed for the final installment and former times are the of communication as the second and the second former to the final installment of communication are all and communication are the final installment of communication are the second former to the final installment of communication are the second former to the second forme	pence of the loon and in hundred deliers but age in hundred deliers but age in per divided. No fleens for more than one centre this section. If money shell not be de propounded, provided the or charges for the use of bearing principal in the insention. Interest, consideration, interest, consideration or other the loon is mode or at a the loon is mode for at a the loon in feel one principal and interest continued entire or each day from the dels shell be decemd to the loon of precemputed late for each day from the delse shell be decemd to the loon of propound the later of the pencin full one full meeting and in full one full meeting are less and the lateral pencin full one full meeting are less and the lateral pencin meeting are a lateral pen	serve thereon interest, access of one hundre one cases of one hundre on excess of three hundred or received in it, if part or all of the famous on such prior or principal amount of principal amount of or charges above specifying or otherwise serving thing or otherwise famount of the body or at the body or	deliers and two and deliers and three aid deliers and three aid deliers and three aid deliers and three aid only person, nor an aid three aid only person advance and should be principal amount of ail soon which have accessuch ions coeffect, a such ions coeffect, as with ion coeffect, a such ion coeffect, a such ion aid in a coeffect, and installment of air and installment date with a contract. If such istallment date is the contract. If such is the first installment date by the refund of preceisability accessed by the refund of preceisability and the social date multiplied by the reserve a special date multiplied by the	es not exceeding two on its continum per month of one per its continum per month of one per its continum per month of one computed on unpaid by loan control is the usual within siety days the control of one of the purposes of one of the purposes of one of the purposes of its control of the purposes of its position of the purpose of its position of the purpose of its position on the purpose of its position on the purpose of its position on the purpose of the	d one-ball per sentum is any pert of the un continue par menth on sily or severally, to be continue par menth on principal belances. principal belances. principal belances principal belances of this paragraph ony ofsever for any ease or, or received, excep office any instrument is ease of those permite ony principal, interes in a first installment to enter the own in principal true a refund of an om prices than one menti- prepayment bears to the one first installment th end the open in pre y prepayment made of the delle of prepayment the delle of the prepayment the pr
rincipal balance of the manifer to the manifer of the unpail to licensee shall permit bligated, directly are as derest then would other the service, consideration, a street, consideration, a street, consideration, a prior lean, the unpaid on centract may be in the service, brokerege, wild feet, a brokerege, wild feet, a fany, actually the service, brokerege, wild feet, a fany, actually the service, brokerege, wild feet, a fany, actually the service, brokerege, contages whatever. The bean contract is phick should be at least the service, and the remaining of all the mentily in additional refund of a the first installment defers the fifteenth day adjusted it obtained he out to tall as the day of the service of the ser	to unpoid principal balloon in excess of one if bottone of the loan. any loan to be applied to it before of the loan. any loan to be applied to undergonity, or both, uncovince be permitted by a charges for the use of charges shall not be a charges to the use of charges to the use of charges for the use of charges for the use of charges for the use of charges to interest, consideration as interested a separate loan termination, exponse, and the undergonited for, or received when alreaded for, or received the part of	percent of the loan red in hundred deliers but age in hundred deliers but age in per divided. No fleenes for more than one control this section. If money shell not be do impounded, provided the or charges for the use of bearing principal in the bearing principal in the bearing principal in the lease of the control of the control of the control of lease she will be decorded and interest combined or principal and interest control for each day from the delate shell be decorded to the control of proposed in the process of the control of process of the control control of process of the control of process of the control of process of the control the c	eres thereon interest, access of one hundre one cases of three hundred in excess of three hundred in the fact of the	anidarchien, or charged delicrs and two per ded delicrs and two per ded delicrs and three mile only person, nor an in time, for the purpose and shall be principal amount of a loon which have accessful, on further or other control, on directly or indirect or filing, recording or any interest, consider ansee shall have no represented installed the installed of the first school of the first school of the first school of the first school of the desired of the first school of the first	es not exceeding two on its continum per month or or continum per month or or with the result of its continum per month or or with the result of its continum per computed on unpair or continum per con	d one-ball per zentum is any pert of the un continue par menth on the unit of
rincipal balance of the manifer of the unpail to licensee shall permit bilgated, directly are as breat then would other them to be seen than a would other than a seen that the seen the seen that the seen that the seen that the seen that the	to unpoid principal balloon in excess of one if bolience of the loon. Only loon to be apirt undirectly on the loon. Only loon to be apirt undirectly or charges for the use or charges shall not be or charges and the man was or amount of a supervise of a supervise of commission, expense, or man who or amount of or, or received when streetly only or repeated or or received or or proposed or or shall not be or or proposed or or shall not be or or proposed or or proposed or	percent the loan rate in hundred deliers but agr in hundred deliers but agr in per divided. No fleens for more than one centre fleens for more than one centre fleens for more than one centre fleens for the grant fleens for the grant fleens	eres thereon interest, access of one hundre access of three hun so shall induce or persect of loon of the san inducted or received in 1, if part or all of the famony an such prior of principal amount of the famony and such prior of the famony and state of the principal amount of the famony and the lice or otherwise before it will be void and the lice or otherwise before it and the lice of otherwise before it and the lice of otherwise before it and the lice of otherwise before it is have been made on the shall be reduced by the lime, the berrower prior to the final due into a proposed shall be of the terminations.	advances in the purpose of the first of the purpose of the contract of the purpose of the p	es not exceeding two on its continum per month of one per its per month of the could of the country in the result of the purposes of the country in the country	d ana-ball per zentum is any pert of the un control of the un control of the un control of the unicontrol of the unicont
rincipal balance of the manifer to manifer of the unpail to licensee shall permit bilgated, directly are contrast these would other the second of the second	to unpoid principal balloon in excess of one if bolience of the lean. any lean to be again undergone of the lean. any lean to be again undergone, or charges shall not be a charges in singular shall not may be a collected when structed for, or received when structed for, or received in full by zeah, as year a proof or proposition of proposition of proposition of proposition of the shall be made following an institute for the final installment of a constitution of the propayment of all, installments of a computing such apach special refunds shall s	percent of the loan rate in hundred deliers but age in hundred deliers but age in percent of the loan rate in hundred deliers but age in percent of more than one control of money shell not be depressed in principal in the section. If money shell not be or charges for the use of bearing principal in the section of the se	eres thereon interest, ancess of one hundre one cases of three hun on the series of flore of loon of the series of the flore of loon of the series of the flore of the flore of the series of the series of the series of loon of the lice of the series of loon of the loon of the series of loon of lo	consideration, or charged deliars and two and deliars and two and deliars and three mill only person, nor an are time, for the purpose advance and shall a principal amount of a loon which have accessively and installation of the contract, a contract, a filed, no further or any interest, considerance shall have no remove shall have no remove shall have no removed to the contract. If such installation of the first scheduling the contract of the contract on special data multiplied by the applied successively of the contract and	es not exceeding two on its continum per month of one per its per month of one per its	d ana-ball per zentum is any pert of the un continue par menth on the unit of
incipal bolonce of the mainter of the vapalle or licensee shall permit pligated, directly are contract than would othe herest, consideration, a terest, consideration, a terest, consideration, a prior loon, the unpaid on contract may be it we loon shall be deem addition to the manim, service, brokerage, what fees, if any, active go, be loon, which fees is set are sharped, can again the shall be at least this shall be at least as sum of the manifely in additional retuind of the first instalment different the Streenth day demant is otherined he call the uncertained he could be the first instalment different the Streenth day demant is otherined he call the uncertained he call the uncertained he call the tell on the day demant is otherined he call the tell on the day demant is call in the call the	to unpoid principal balloon in excess of one if bolience of the boon. Only loon to be applit undirectly on the boon. Only loon to be applit undirectly or charges for the use or charges shall not be on the commission, expense, in other and no consulty per may be collected when tropped in full by soah, as great a proportion, or may be collected when tropped in full by soah, as great a proportion of principal is one-thirtieth of the per or data shall be used following on installant one-thirtieth of the per or data shall be used following on installant for the final installant or judgment is obtained or all, installants one proportion or of computing such apocial or computing such apocial related shall not be one of computing such apocial related shall not shall	pence of the loon and in hundred deliers but agr in hundred deliers but agr in per divided. No fleens for more than one centre that the section. If money shell not be de propounded, provided the or charges for the use of bearing principal in the inneedles. Interest, consideration, interest, consideration of the inneedles. Interest, consideration, interest, consideration of the inneedles. Interest, consideration, interest, consideration of the inneedles. Interest, consideration, interest or the loon is mode or other hid out by the licenses of the loon in mode or of the precemputed letter of the contract of loon and interest continued for each day from the date shell be decemd to date shell be decemd to dete the contract below in full one full month; peciel refund the instalment. IN SUCH DEPAULT AND INTEREST CONTRACTION OF THE EARN DELINGUENT IN ACCORT	serve thereon interest, access of one hundre access of three hynes in access of three in access of the service of the ser	and deliers and two and deliers and two and deliers and three and th	es not exceeding two on its continum per month of equations of one per its per month of the per its pe	d enchast per zentum is any pert of the un entum per menth on the university, to be ablaining a higher of the university of the university of the university of this paragraph ony oftener for any exceptifica only instrument as of those permitte ony principal, interestive a refund of an emprice of the university of the
rincipal balance of the mainted of the unpail or licensee shall permit biligated, directly are contract then would otherwise, consideration, a threat, consideration, or prior loon, the unpaid on contract may be it or loon, the unpaid on contract may be it or loon, the unpaid on contract may be it or loon, which fees to set ore charged, can be the contract in phich shall be or least. The ban contract is phich shall be at least in sur of the manifely in additional retuind of a the first installment displaces the Effective the Street of the Street has sure of the manifely in additional retuind of a the first installment displaces the Effective the Street has sure of the manifely in additional retuind the street has sure of the manifely in the sure of the sure that the sure of th	to unpoid principal balloon in excess of one if bolience of the boon. Only loon to be applit undirectly on the boon. Only loon to be applit undirectly or charges for the use or charges shall not be on the commission, expense, in other and no consulty per may be collected when tropped in full by soah, as great a proportion, or may be collected when tropped in full by soah, as great a proportion of principal is one-thirtieth of the per or data shall be used following on installant one-thirtieth of the per or data shall be used following on installant for the final installant or judgment is obtained or all, installants one proportion or of computing such apocial or computing such apocial related shall not be one of computing such apocial related shall not shall	pence of the loon and in hundred deliers but age in the loon and in hundred deliers but age in the control of t	serve thereon interest, oncess of one hundre oncess of one hundre on excess of three hun see shall induce or persect of loon of the sent inducted or received in fi, if part or all of the fi money an such prior principal amount of the file only public afficer fing time thereoffer. If any time thereoffer the prior and the lice of otherwise before the time, assistant of the fine due of proportions in a have been mode on the shell be reduced by t	and deliers and two and deliers and two and deliers and three and th	es not exceeding two on its continum per month of equations of one per its per month of the per its pe	d enchast per zentum is any pert of the un entum per menth on the university, to be ablaining a higher of the university of the university of the university of this paragraph ony oftener for any exceptifica only instrument as of those permitte ony principal, interestive a refund of an emprice of the university of the
rincipal balance of the mainted of the unpail or licensee shall permit biligated, directly are contract then would otherwise, consideration, a threat, consideration, or prior loon, the unpaid on contract may be it or loon, the unpaid on contract may be it or loon, the unpaid on contract may be it or loon, which fees to set ore charged, can be the contract in phich shall be or least. The ban contract is phich shall be at least in sur of the manifely in additional retuind of a the first installment displaces the Effective the Street of the Street has sure of the manifely in additional retuind of a the first installment displaces the Effective the Street has sure of the manifely in additional retuind the street has sure of the manifely in the sure of the sure that the sure of th	to unpoid principal balloon in excess of one if bolience of the boon. Only loon to be applit undirectly on the boon. Only loon to be applit undirectly or charges for the use or charges shall not be on the commission, expense, in other and no consulty per may be collected when tropped in full by soah, as great a proportion, or may be collected when tropped in full by soah, as great a proportion of principal is one-thirtieth of the per or data shall be used following on installant one-thirtieth of the per or data shall be used following on installant for the final installant or judgment is obtained or all, installants one proportion or of computing such apocial or computing such apocial related shall not be one of computing such apocial related shall not shall	pence of the loon and in hundred deliers but agr in hundred deliers but agr in per divided. No fleens for more than one centre that the section. If money shell not be de propounded, provided the or charges for the use of bearing principal in the inneedles. Interest, consideration, interest, consideration of the inneedles. Interest, consideration, interest, consideration of the inneedles. Interest, consideration, interest, consideration of the inneedles. Interest, consideration, interest or the loon is mode or other hid out by the licenses of the loon in mode or of the precemputed letter of the contract of loon and interest continued for each day from the date shell be decemd to date shell be decemd to dete the contract below in full one full month; peciel refund the instalment. IN SUCH DEPAULT AND INTEREST CONTRACTION OF THE EARN DELINGUENT IN ACCORT	access of one hundre access of one hundre access of three hun on their series of three hun on the series of their or the series of their or the series of their or th	anidatesian, or charge de deliers and two and deliers and two and deliers and three mile only person, nor anice time, for the purpor advance and should principal embunt of all ioan which have accessive to an further or other anice should have indicated any interest, consider any interest, anice should have a many interest, anice should have a many interest, anice should have a full with a installment date with a contract. If such the contract. If such the contract is the contract of the installment date in the contract and the installment date in the installment date in the installment date in the contract and the applied successively of the contract and will be the Charge of the contract and will be Charge on the contract and will be Charge on the contract and will be Charge of the contract and the contract an	es not exceeding two on its continument of one per month of one per its per month of the continument of one per its pe	d ana-bath per centum is any perior of the un comp perior of the un component of the un component of the unit of unit of the unit of unit of the unit of unit of the unit of unit of the u
rincipal balance of the manifed of the unpail to licensee shall permit bilgated, directly are contract them would other them on contract may be it out one charged them, service, bretherged, can be a contract to the contract of	to unpoid principal balloon in excess of one if bolience of the boon. Only loon to be applit undirectly on the boon. Only loon to be applit undirectly or charges for the use or charges shall not be on the commission, expense, in other and no consulty per may be collected when tropped in full by soah, as great a proportion, or may be collected when tropped in full by soah, as great a proportion of principal is one-thirtieth of the per or data shall be used following on installant one-thirtieth of the per or data shall be used following on installant for the final installant or judgment is obtained or all, installants one proportion or of computing such apocial or computing such apocial related shall not be one of computing such apocial related shall not shall	pence of the loon and in hundred deliers but agr in hundred deliers but agr in per divided. No fleens for more than one centre that the section. If money shell not be de propounded, provided the or charges for the use of bearing principal in the inneedles. Interest, consideration, interest, consideration of the inneedles. Interest, consideration, interest, consideration of the inneedles. Interest, consideration, interest, consideration of the inneedles. Interest, consideration, interest or the loon is mode or other hid out by the licenses of the loon in mode or of the precemputed letter of the contract of loon and interest continued for each day from the date shell be decemd to date shell be decemd to dete the contract below in full one full month; peciel refund the instalment. IN SUCH DEPAULT AND INTEREST CONTRACTION OF THE EARN DELINGUENT IN ACCORT	eres thereon interest, access of one hundre access of three hun so shall induce or persect of loon of the san inducted or received in it, if part or all of the famony on such prior principal among the prior of the san or charges above specifying or others, se is thing or others, se is the property of the san of the lie of the li	anidarchien, or charged deliars and two and deliars and three and deliars and three mill only person, nor anice time, for the purpose devence and should be principal amount of all ioon which have accessful, and further or other and ioon which have accessful, and further or other and independent of any interest, consider anice shall have nor reliance shall have nor reliance the instalment date ustment of independent of the contract. If such the contract, if such the instalment date by the refund of praceing the independent of the instalment date by the compliance of the contract of the instalment date. WILL BE CHARGED A ED TO THE FINAL FEDITIONS OF THE LOCAL SHALL SE COMPUT 1/30 OF FINANCE COMPUT 1/30 O	es not exceeding two on its continum per month of one per its continum per month of one per its continum per month of or with the result of or computed on unpoint of or the purposes of or continum per co	d ana-bath per centum par mentum par mentum par mentum not mentum par mentum not mentum par mentum not mentum par mentum not mentum par mentum notare the floating of this paragraph only accept this paragraph only observed, except and the paragraph of the deline the deline the paragraph of the deline the paragraph of the deline the paragraph of the deline the deline the paragraph of the deline the paragraph of the deline the paragraph of the the deline the paragraph of the the deline the paragraph of the the deline the the the the the the the the the th
rincipal balance of the manifed of the unpail to licensee shall permit bilgated, directly are contract them would other them on contract may be it out one charged them, service, bretherged, can be a contract to the contract of	to unpoid principal balloon in excess of one if bolience of the boon. Only loon to be applit undirectly on the boon. Only loon to be applit undirectly or charges for the use or charges shall not be on the commission, expense, in other and no consulty per may be collected when tropped in full by soah, as great a proportion, or may be collected when tropped in full by soah, as great a proportion of principal is one-thirtieth of the per or data shall be used following on installant one-thirtieth of the per or data shall be used following on installant for the final installant or judgment is obtained or all, installants one proportion or of computing such apocial or computing such apocial related shall not be one of computing such apocial related shall not shall	pence of the loon and in hundred deliers but agr in hundred deliers but agr in per divided. No fleens for more than one centre that the section. If money shell not be de propounded, provided the or charges for the use of bearing principal in the inneedles. Interest, consideration, interest, consideration of the inneedles. Interest, consideration, interest, consideration of the inneedles. Interest, consideration, interest, consideration of the inneedles. Interest, consideration, interest or the loon is mode or other hid out by the licenses of the loon in mode or of the precemputed letter of the contract of loon and interest continued for each day from the date shell be decemd to date shell be decemd to dete the contract below in full one full month; peciel refund the instalment. IN SUCH DEPAULT AND INTEREST CONTRACTION OF THE EARN DELINGUENT IN ACCORT	eres thereon interest, excess of one hundre excess of three hun so shall induce or persect of loon of the same development of	anidarchien, or charged deliars and two and deliars and three and deliars and three mill only person, nor anice time, for the purpose devence and should be principal amount of all ioon which have accessful, and further or other and ioon which have accessful, and further or other and independent of any interest, consider anice shall have nor reliance shall have nor reliance the instalment date ustment of independent of the contract. If such the contract, if such the instalment date by the refund of praceing the independent of the instalment date by the compliance of the contract of the instalment date. WILL BE CHARGED A ED TO THE FINAL FEDITIONS OF THE LOCAL SHALL SE COMPUT 1/30 OF FINANCE COMPUT 1/30 O	es not exceeding two on its continument of one per month of one per its per month of the continument of one per its pe	d ana-bath per centum par mentum par mentum par mentum not mentum par mentum not mentum par mentum not mentum par mentum not mentum par mentum notare the floating of this paragraph only accept this paragraph on a confer the floating of this paragraph on a confer the floating of this paragraph on a confer the paragraph of the paragraph of the paragraph of the paragraph of the confer
rincipal balance of the manifer of the unpail to licensee shall permit bilgated, directly are contrast them would other them to the state of the sta	to unpoid principal balloon in excess of one if bolience of the boon. Only loon to be applit undirectly on the boon. Only loon to be applit undirectly or charges for the use or charges shall not be on the commission, expense, in other and no consulty per may be collected when tropped in full by soah, as great a proportion, or may be collected when tropped in full by soah, as great a proportion of principal is one-thirtieth of the per or data shall be used following on installant one-thirtieth of the per or data shall be used following on installant for the final installant or judgment is obtained or all, installants one proportion or of computing such apocial or computing such apocial related shall not be one of computing such apocial related shall not shall	pence of the loon and in hundred deliers but agr in hundred deliers but agr in per divided. No fleens for more than one centre that the section. If money shell not be de propounded, provided the or charges for the use of bearing principal in the inneedles. Interest, consideration, interest, consideration of the inneedles. Interest, consideration, interest, consideration of the inneedles. Interest, consideration, interest, consideration of the inneedles. Interest, consideration, interest of the loon is mode or other hid out by the licenses of the loon in mode or of the precemputed letter of the contract of loon and interest continued for each day from the date shell be decemd to date shell be decemd to dete the contract below in full one full month; peciel refund the instalment. IN SUCH DEPAULT AND INTEREST CONTRACTION OF THE EARN DELINGUENT IN ACCORT	access of one hundre access of one hundre access of three hun on the time the sent of the	advance and two and deliars and three and deliars and three aid deliars and three aid deliars and three aid deliars and three aid only person, nor an aid three aid on the principal amount of ail loon which have accessful, and the aid on the aid on the aid of a aid on the aid of aid	es not exceeding two on its continum per month of one per its continum per month of one per its continum per month of or with the result of or computed on unpoint of or the purposes of or continum per co	d ana-bath per centum par mentum par mentum par mentum not mentum par mentum not mentum par mentum not mentum par mentum not mentum par mentum notare the floating of this paragraph only accept this paragraph on a confer the floating of this paragraph on a confer the floating of this paragraph on a confer the paragraph of the paragraph of the paragraph of the paragraph of the confer
rincipal balance of the manifer of the unpail to licensee shall permit bilgated, directly are contrast them would other them to the state of the sta	to unpoid principal balloon in excess of one if bolience of the boon. Only loon to be applit undirectly on the boon. Only loon to be applit undirectly or charges for the use or charges shall not be on the commission, expense, in other and no consulty per may be collected when tropped in full by soah, as great a proportion, or may be collected when tropped in full by soah, as great a proportion of principal is one-thirtieth of the per or data shall be used following on installant one-thirtieth of the per or data shall be used following on installant for the final installant or judgment is obtained or all, installants one proportion or of computing such apocial or computing such apocial related shall not be one of computing such apocial related shall not shall	pence of the loon and in hundred deliers but agr in hundred deliers but agr in per divided. No fleens for more than one centre that the section. If money shell not be de propounded, provided the or charges for the use of bearing principal in the inneedles. Interest, consideration, interest, consideration of the inneedles. Interest, consideration, interest, consideration of the inneedles. Interest, consideration, interest, consideration of the inneedles. Interest, consideration, interest of the loon is mode or other hid out by the licenses of the loon in mode or of the precemputed letter of the contract of loon and interest continued for each day from the date shell be decemd to date shell be decemd to dete the contract below in full one full month; peciel refund the instalment. IN SUCH DEPAULT AND INTEREST CONTRACTION OF THE EARN DELINGUENT IN ACCORT	access of one hundre access of one hundre access of three hun so shall induce or persect of loon of the same access of three hun so shall induce or received in it, if part or all of the famony on such prior or principal amount of manay on such prior or principal amount of the famony on such prior or principal amount of the prior of the same shall be void and the lie or otherwise before it or otherwise before it or, satisfying any odd published scheduled by creat which could be really access the same bear made of prepayment in the part of the famon was on the shall be reduced by the same bear made of the same bear made and the lime, the borrower prior to the famol due into so prepaid shall it do not the termination. DEFERMENT CHARGES SECURITY THE FINANCE CHARGES SECURITY Mach	consideration, or charge of deliars and two and deliars and three aid deliars and three mill only person, nor an actime, for the purpose time, for the purpose advence and should be principal amount of allow which have accessful, and interest or filing, recording or any interest, considerance shall have nor reliant the contract. If such interest for follow the installment the contract. If such interest for follow the installment the contract of the installment date by the refund of preceived the installment date by the refund of preceived the installment date. The installment date by the refund of preceived the installment date by the refund of preceived the installment date. The installment date by the refund of preceived the installment date by the refund of preceived the installment date. The installment date by the refund of preceived the contract and the co	es not exceeding two on its continum per month of a computers of one per its p	d ana-bath per centum is any period the un entum par ments on soly ar severally, to be ablaining a higher rol principal belances fire any econo or, or received, except fire any instrument as as of those permitte ony principal, interes inve a refund of an om pricipal interes in the first instalment to a the first instalment to adde all prepayment all be required for pre prepayment made a della of prepayment ill be required for pre prepayment made on to della of prepayment ill be required for pre pricipal first and first such instalments immediately following cany required refund to ASSIS OF THE SUM DIGITS BUE IF PRE THE PIRST PAYMENT Briel No.
rincipal balance of the manifer of the unpail to licensee shall permit bilgated, directly are contrast them would other them to the state of the sta	to unpoid principal balloon in excess of one if bolience of the boon. Only loon to be applit undirectly on the boon. Only loon to be applit undirectly or charges for the use or charges shall not be on the commission, expense, in other and no consulty per may be collected when tropped in full by soah, as great a proportion, or may be collected when tropped in full by soah, as great a proportion of principal is one-thirtieth of the per or data shall be used following on installant one-thirtieth of the per or data shall be used following on installant for the final installant or judgment is obtained or all, installants one proportion or of computing such apocial or computing such apocial related shall not be one of computing such apocial related shall not shall	pence of the loon and in hundred deliers but agr in hundred deliers but agr in per divided. No fleens for more than one centre that the section. If money shell not be de propounded, provided the or charges for the use of bearing principal in the inneedles. Interest, consideration, interest, consideration of the inneedles. Interest, consideration, interest, consideration of the inneedles. Interest, consideration, interest, consideration of the inneedles. Interest, consideration, interest of the loon is mode or other hid out by the licenses of the loon in mode or of the precemputed letter of the contract of loon and interest continued for each day from the date shell be decemd to date shell be decemd to dete the contract below in full one full month; peciel refund the instalment. IN SUCH DEPAULT AND INTEREST CONTRACTION OF THE EARN DELINGUENT IN ACCORT	access of one hundre access of one hundre access of three hun so shall induce or persect of loon of the same access of three hun so shall induce or received in it, if part or all of the famony on such prior or principal amount of manay on such prior or principal amount of the famony on such prior or principal amount of the prior of the same shall be void and the lie or otherwise before it or otherwise before it or, satisfying any odd published scheduled by creat which could be really access the same bear made of prepayment in the part of the famon was on the shall be reduced by the same bear made of the same bear made and the lime, the borrower prior to the famol due into so prepaid shall it do not the termination. DEFERMENT CHARGES SECURITY THE FINANCE CHARGES SECURITY Mach	consideration, or charge of deliars and two and deliars and three hill only person, nor an are time, for the purpose time, for the purpose of the final installment date without the contract. If such installment of influenced if the first included the multiplied by the purpose of the contract. If such installment date in the first included by the purpose of the contract and date multiplied by the purpose of the contract of the first included by the purpose of the contract of the first included by	es not exceeding two on its continum per month of one per its continum per month of one per its continum per month of or with the result of or computed on unpoint of or the purposes of or continum per co	d ana-bast per centum is any poet of the un compart manth on the uncombing of the paragraph only office any information of the paragraph only office any information of the uncombined of the uncomb

ODA GNA SMANI RONDICO	RESSI	r Manarusta	acamin in maci	*42 30.4	
vs travely prisace (a talana canaca	The street of	e in the second	
TORR CO. Law Books 2		eran de Milandre. Grant de Langer	to Menoral page 15 miles See Programme and table 1 miles	la escario.	. 9.7
man sunty , 2011 Counch	Avenuo York 11226				
BAAAAAAAAAAA	APRICA SANCES SERVICE	Commence of the commence of th			the second second
		86	Con KIN WILL	die man	nemata i sis
Ser Allient LTER Juse			George	C+	n sak Najaj
CARRES DOUBLES			Georgette 3 1377 W. 13	Y 11223	wide Kanal
, 2: 2 · • • • • • • • • • • • • • • • • • •			H OO L LAD VOL	Charles a reserve and the	mental production
" 1177, "4Y 11725 "	in meri		u za kao zi ni na (* 500) a od - Lecut ye (* 500)	The Proprietaries	
SAVE OF NOTE SCHOOLE OF	CATHERTO.	2000 - 33880 - 366	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	787	
MINES AS THE BOOK OF THE PARTY	TODORODESES	1193 1208 27 25	nwan:		
	000000000000000000000000000000000000000		15,3050 12 50 00		76,60
		CALL PIEST PAYMEN	Transfer and the second	- Transfer series	
200	nonth on any part of the un	192	<u> </u>	ا فادم	**
Dalance of	the loan in excess of \$100 but not in excess of \$900 and 1%	I not in excess of \$ 100 1	Will not munich on una nutt.	I the unased balance of the	of the unpaid loan in excess
to the first content of the first			2		 ·
This anignment is executed a	and the state of the	type of the state of the state of the	1		
above, to the Assignor; the Princi	pal Amount of Loan, being p	on songues A she of bles	the date shows shove and s	imultaneously with the exer	cution of this
andgament. Said loan is payable at i	the above address of the Assign	nee and in accordance wil	hishe terms set forth above,	to economic star di la	res.
FOR VALUE RECEIVED, I	groby easign, transfer, convey	and proper unt a the abo		ent (10%) of all my future o	
	4 19	1 Let 4	1 Ala	C : 310	1 494 to 1 .2
7		(Name of Emp	loyer)	**	 :-
CHARLES OF A VIEW A BLANKES	्ती हो जो 'द्वारी स्पृष्ट तीका सा र ज्यार विचयांची के के जुले जुलाते	t no unious state go is.	will bead them and the	to the meet under the Ne	ou intro
Sumployer, and continuing until the	monping with the first payme loan secured hereby and descr	thad above shall have been	fully and as saleful		with the then
There's Loy we's his died in	CODE OF LINE ACCOUNT	· mil vi i de de la de	tor, busines of the best common	g sould in double	1.4
I authorise and direct my said					
the Assigned, Object to said Assigne	e, and I hereby release and dis	charge my said employer	or any future employer from	all liability to as on accou	nt of any and
bii moneys paid in accordance here part thereof in my name,	with. I give and grant unto th	ne said Assigned full powe	and authority to demand a	nd'secsive and receipt for the	same or any
I hereby weive, as to this debt.	exemptions permitted by law	to be waived.			1
	i				
I am married—warranted_ICto	ss out eas.)				
					1
No other valid assignment of w	vages executed by this Assigno	e exists is connection wit	h this transaction or series o	Wansactions or renewal the	reof.
· · ·		- 	— .L — .L		ز ــــــــــــــــــــــــــــــــــــ
1 schnowledge receipt of a cop	y of this assignment."		1.1		
to WITNESS my band and and th	26	tides of 1	tober	.72	introduct.
			man Darran Daria	Tana to Landa .	124, - #1
(1)		Mr. Commission	THIS IS AN ASSI	GNMENT OF WAGES,	SALARY.
		TO EMPLOYER	COMMISSIONS OF	R OTHER COMPENSA	TION FOR
			SERVILES.		
	(Add:e.s)		Macrail	To Blee	SSSEM
.vected and delivered in the pe		io of tracine claim bac	the set I have the	(Assgnor)	
· "-> -			57.201	1. 1 187%.	15
William I	112	in C may che 2 el	er aj ter er minestrati	(Address)	10 to 10 to
10/10	S. C. C.		I consent to the above	assignment and join there	in:
Cash I.	Ecco	101 9.000.4	Hern	Lilverma	~
121-32 New York 7/72	Prot	Lun	_ / - /	/(Spoure)	

DEST COPY AVAILABLE

		2011		erie di la la la degle La la la de		. 10	, reet	e elignes	i 1 - 200 - 4	ke ta
nt Compres to all Solivous substitutions			de same	reddor yn yr. 1, Mae'r 16	or State of the state of			to the	10000	
Brooklen, New			distribution		h		and the second of		ear 5 em	
erount & The Company	A THE PROPERTY AND	and the second	2000000	1991 - TY. A.	IFF		A Maria		e de de de	
Ebosoud Su	32.3	250		34	Gion	11.	Sil	ering	٠٠٠٠ نسد	and the
A STANGEN CARACTE	OLE INITIAL ()	C.	3000	, i j.	1000		13 (7		and the
CO ANGREST		רוירוניבע		···· }	2377 B'IN		11.8	11/2	2.3	
4. 13 31.		0002 NO	32	TO CHOICE		/				
W 1123 "	in at Month	000 000000	cce		Link projection	villa	401 10 1	1. 1. 1. 1. 1. 1.	where	1 : 011
TE OF HOTE I BENDANCE	COO	St. In V		5000	alet Actio	idle !	in the .	118.61	01.5 × b	illus og såb mand
to the party of the same of the same	-	7	MIL. 30	OCCUR	1000		STATE .			100 to 100 to 1
ALL THE PARTY OF THE PARTY OF	200			J. 30. J. 50.		A	Carrie	221		di Carani.
2000000	00000000	Sic.	2250000	ර්ජන්ගර ්ගී	oge ogo	365	work of	, ' of the	:	4.5
	236	23005	300	DAUGATE-	A		ou Li		7.4.	
	mosth on any	2000000000	-		و نوس کا	- 201	<u>و</u>	•	<u></u>	
	month on any p									the unpair an in excer
te care diagonal	Of the same of	to a Switce provided to	ex bet mout	n on any rema	inger of the	unpaid pri	incibal para	nce of the h	oan.	
tar area care,	1 10 a m	41 1 . 11 11	1 " 11.	1 14 1		At the second	seed			
This assignment is executed ove, to the Assignor; the Principals	and delivered as cipal Amount.of	Loon being	loan, and ar	ny renewal th	creof, made	by the As	signee in th	e Principal	Amount of	Loan, show
ignment. Sald loan is payable at	the above addre	ss of the Assig	nee and in ac	cordance with	the terms	et forth ab	Ove		to you british	weter, tel
				220.11	to both a mp	the little to be	6	de. 1.		
FOR VALUE RECEIVED, I	hereby antign, to	sugar course	bud sel over	huto the spo	ve named A	signed ten	Describer (1	0%) of all n	y future ea	mings in th
ploy of	115.	\cup	COM	100	ع ا	٠. د	エハ	10	re7	WSZ In
DMARIS Y IPPAY to may be come to uniform to you from any future employer, con ployer, and continuing until the hear? And continuing until the	mmonolog, with t	e di palmyau) he first payma reby and desc (181-74-1) apid	inte synde afte L'about about L'acout besti L'acture	er the elepson hall have been have been	of ten days fully paid o	from the derection to the land.	late of fills	g of this pi	ulgament w	
from any future employer, cor ployer, and continuing until the firm? that well one many I sufficient and direct my sa-	mmonolog with the loan secured her	to dist paint state to dist payme reby and description of 12 option reby to the constitution of the con	whove and one specially in the best in the best interpretation common and common and	er the elapse hall have been the state of th	of ten days fully paid of	from the direction of the latest	late of fil in	g of this parties of the state	algament w	ith the the
from any future employer, cor ployer, and continuing until the firm? Just and on the firm? I surhodes and direct my sai Amignes, direct to said Anage	mmenoing with the loan secured her statement in branch in branch in branch in branch in the security of the se	to displayment to display and describe and described and described are of the control of the con	Intervenie : Intervenie after Intervenie above si Intervenie at estevicional Oyer to pay a	er the elapse hall have been a suit, no ob-	of ten days fully paid of	from the description to the leading of the leading	late of file	g of this as	algament w	ith the the
from any future employer, cor ployer, and continuing until the firm? Its and offered by I sufficient and direct my tal Assigner, direct to said Assign meanys paid in accordance he	mmenoing with the loan secured her statement in branch in branch in branch in branch in the security of the se	to displayment to display and describe and described and described are of the control of the con	Intervenie : Intervenie after Intervenie above si Intervenie at estevicional Oyer to pay a	er the elapse hall have been a suit, no ob-	of ten days fully paid of	from the description to the leading of the leading	late of file	g of this as	algament w	ith the the
from any future employer, cor ployer, and continuing until the firm? Its and offered by I sufficient and direct my tal Assigner, direct to said Assign meanys paid in accordance he	mmenoing with the loan secured her statement in branch and the complete comments and the coby	to displayment to display and describe and described and described are of the control of the con	Intervenie : Intervenie after Intervenie above si Intervenie at estavalitame Inter	er the elapse hall have been a suit, no ob-	of ten days fully paid of	from the description to the leading of the leading	late of file	g of this as	algament w	ith the the
from say, feture employer, corpboyer, and continuing until the ferm? \$10.7 miles and direct my rail. Assignee, direct to said Assignments paid in accordance has a thereof in my name.	mmenoing with it is loan secured he statement in the secured he statement in the secured he statement in the secured and I thereby rewith. I give and	he first payments and describe of the state	inte synde after and above a si se	er the elapse hall have been u ento no ob- said part of m sid employer use full power	of ten days fully paid of	from the description to the leading of the leading	late of file	g of this as	algament w	ith the the
from any future employer, corployer, and continuing until the first tip and continuing until the first tip and continuing until the first tip and continuing tip and direct to said Assignment tip and it accordance he	mmenoing with it is loan secured he statement in the secured he statement in the secured he statement in the secured and I thereby rewith. I give and	he first payments and describe of the state	inte synde after and above a si se	er the elapse hall have been u ento no ob- said part of m sid employer use full power	of ten days fully paid of	from the description to the leading of the leading	late of file	g of this as	algament w	ith the the
from any, future employer, corployer, and continuing until the first to the first my rail. I surfronte and direct my rail. Amigner, direct to said Analge moneys paid in accordance he athereof in my name. I hereby walve, as to this deb	mmenoing with it is loss sourced he is hereby in brid employer or in brid employer or in see, and il-hereby rewith. I give and	he first payments and describe of the state	inte synde after and above a si se	er the elapse hall have been u ento no ob- said part of m sid employer use full power	of ten days fully paid of	from the description to the leading of the leading	late of file	g of this as	algament w	ith the the
from any, future employer, corployer, and continuing until the first to the first my rail. I surfronte and direct my rail. Amigner, direct to said Analge moneys paid in accordance he athereof in my name. I hereby walve, as to this deb	mmenoing with it is loan secured he statement in the secured he statement in the secured he statement in the secured has been and I thereby rewith. I give and	he first payments and describe of the state	inte synde after and above a si se	er the elapse hall have been u ento no ob- said part of m sid employer use full power	of ten days fully paid of	from the description to the leading of the leading	late of file	g of this as	algament w	ith the the
from any, feture employer, corployer, and continuing until the ferre? Any continuing until the ferre? Any continuing and direct my continues and direct my continues affect to said Analge moneys paid in accordance has a thereof in my name.	mmenoing with it is loss sourced he is hereby in brid employer or in brid employer or in see, and il-hereby rewith. I give and	he first payments and describe of the state	inte synde after and above a si se	er the elapse hall have been u ento no ob- said part of m sid employer use full power	of ten days fully paid of	from the description to the leading of the leading	late of file	g of this as	algament w	ith the the
from any, feture employer, corployer, and continuing until the ferre? Any continuing until the ferre? Any continuing and direct my continues and direct my continues affect to said Analge moneys paid in accordance has a thereof in my name.	mmenoing with it is loss sourced he is hereby in brid employer or in brid employer or in see, and il-hereby rewith. I give and	he first payments and describe of the state	inte synde after and above a si se	er the elapse hall have been u ento no ob- said part of m sid employer use full power	of ten days fully paid of	from the description to the leading of the leading	late of file	g of this as	algament w	ith the the
from any, feture employer, corployer, and continuing until the ferre? Any continuing until the ferre? Any continuing and direct my continues and direct my continues affect to said Analge moneys paid in accordance has a thereof in my name.	mmenoing with it is loss sourced he is hereby in brid employer or in brid employer or in see, and il-hereby rewith. I give and	he first payments and describe of the state	inte synde after and above a si se	er the elapse hall have been u ento no ob- said part of m sid employer use full power	of ten days fully paid of	from the description to the leading of the leading	late of file	g of this as	algament w	ith the the
from say, future employer, co- ployer, and continuing until the liver? And continuing until the Assignment direct to said Assignment of thereby waive, as to this dob I am married—resiliving (Cr No other valid assignment of	mmenoing with it is loss sourced he is hereby in brid employer or in brid employer or in see, and il-hereby rewith. I give and	he dist payments and descripe of large woller would by future comprehense and distributed by law to the Assigner was the Assigner would be a seen to the assignment who are the Assignment.	inte svorie int. made afte ided above si ided above si ided store si identification attentification at	er the elapse hall have been u ento no ob- said part of m sid employer use full power	of ten days fully paid of	from the description to the leading of the leading	late of file	g of this as	algament w	ith the the
from any, future employer, co- ployer, and continuing until the limit district to said Assign Assigner, direct to said Assign moorys paid in accordance he thereof in my aarne. I hereby waive, as to this dob I am smarted—restlitted, (Cr. No other valid essignment of I acknowledge receipt of a co to (a).	mmenoing with it is loss sourced he is hereby in brid employer or in brid employer or in see, and il-hereby rewith. I give and	he dist payments and descripe of large woller would by future comprehense and distributed by law to the Assigner was the Assigner would be a seen to the assignment who are the Assignment.	inte synde after and above a si se	er the elapse hall have been u ento no ob- said part of m sid employer use full power	of ten days fully paid of	from the description to the leading of the leading	late of file	g of this as	algament w	ith the the
from say, future employer, co- ployer, and continuing until the liver? And continuing until the Assignment direct to said Assignment of thereby waive, as to this dob I am married—resiliving (Cr No other valid assignment of	mmenoing with it is loss sourced he is hereby in brid employer or in brid employer or in see, and il-hereby rewith. I give and	he dist payments and descripe of large woller would by future comprehense and distributed by law to the Assigner was the Assigner would be a seen to the assignment who are the Assignment.	inte svorie int. made afte ided above si ided above si ided store si identification attentification at	er the elapse hall have been u ento no ob- said part of m sid employer use full power	of ten days fully paid of	from the or settle to the control of	late of file	g of this as	algament w	ith the the
from any, future employer, corployer, and continuing until the first? Any and continuing until the first? Any and direct to said Assignment of the cooperation of the cooperation of the cooperation of a corp.	mmenoing with it is loss sourced he is hereby in brid employer or in brid employer or in see, and il-hereby rewith. I give and	to first payments and descript and descript and descript and descript and descript and the second second and descript and	inte svorie solt made after and sold of the sold of	er the elapse hall have been a side no obtained part of an aid employer use full power f	of ten days fully paid of fully paid of deraings, of any future and authori this transact	from the correction of such proof	tate of file	g of this as	to egaily of the street of the	ith the the
from any, feture employer, corployer, and continuing until the ferm? the resident and direct my rail. Amigner, direct to said Assign moneys pold in accordance her thereof in my name. I hereby waive, as to this deb. I am married—resilitated, (Cr. No other valid assignment of a corp., (a)).	mmenoing with it is loss sourced he is hereby in brid employer or in brid employer or in see, and il-hereby rewith. I give and	to first payments and descript and descript and descript and descript and descript and the second second and descript and	inte svorie int. made after islad above si islad above si islad varie at vertexistation at vertexis	er the elapse hall have been a side no obtained part of an aid employer use full power f	of ten days fully paid of full	from the core matter was a second of the core of the c	is to of file of trans	g of this as	or irgality of the street of t	tof any and same or any
from any, future employer, comployer, and continuing until the first? (in a real direct to said Assign moneys paid in accordance here thereof in my name. I hereby unive, as to this debut an americal profile and this debut and the moneys are to the debut thereof in my name. I hereby unive, as to this debut an americal profile and married profile and the debut and	mmenoing with it is loss sourced he is hereby in brid employer or in brid employer or in see, and il-hereby rewith. I give and	to first payments and descript and descript and descript and descript and descript and the second second and descript and	inte svorie solt made after and sold of the sold of	er the elapse hall have been a side no obtained part of an aid employer use full power f	of ten days fully paid of full	from the comment of t	is to of file of trans	g of this air in day in the interest in the in	or irgality of the street of t	tof any and
from any, future employer, comployer, and continuing until the first? (in a real direct to said Assign moneys paid in accordance here thereof in my name. I hereby unive, as to this debut an americal profile and this debut and the moneys are to the debut thereof in my name. I hereby unive, as to this debut an americal profile and married profile and the debut and	mmenoing with it is loss sourced he is hereby in brid employer or in brid employer or in see, and il-hereby rewith. I give and	to first payments and descript and descript and descript and descript and descript and the second second and descript and	inte svorie solt made after ithed above a sold dear it at order-from in order-from in order-from in order-from in order-from in order-from it order-from i	er the elapse hall have been a side no obtained part of an aid employer use full power f	of ten days fully paid of full	from the comment of t	is to of file of trans	g of this air in day in the interest in the in	or irgality of the street of t	tof any and
from any, feture employer, corployer, and continuing until the ferm? the resident and direct my rail. Amigner, direct to said Assign moneys pold in accordance her thereof in my name. I hereby waive, as to this deb. I am married—resilitated, (Cr. No other valid assignment of a corp., (a)).	mmenoing with it is loan secured he connected he continued in the continued he cont	to dest payments and describe a	inte svorie internate after i	er the elapse hall have been a citic to should part of middemployer the full power full power full power with the citic to should be sho	of ten days fully paid of fully paid of fully paid of fully paid of fully fully this transact THIS COMM SERV	from the comment of t	is to of file of trans	g of this air in day in the interest in the in	or irgality of the street of t	tof any and
from any, future employer, comployer, and continuing until the first? (in a real direct to said Assign moneys paid in accordance here thereof in my name. I hereby unive, as to this debut an americal profile and this debut and the moneys are to the debut thereof in my name. I hereby unive, as to this debut an americal profile and married profile and the debut and	mmenoing with it is loan secured he connected he considered in the considered he consi	to dest payments and describe a	inte svorie internate after i	er the elapse hall have been a side no obtained part of an aid employer use full power f	of ten days fully paid of fully paid of fully paid of fully paid of fully fully this transact THIS COMM SERV	from the comment of t	is to of file of trans	g of this air in day in the interest in the in	or irgality of the street of t	tof any and
from any, future employer, comployer, and continuing until the first? (in a real direct to said Assign moneys paid in accordance here thereof in my name. I hereby unive, as to this debut an americal profile and this debut and the moneys are to the debut thereof in my name. I hereby unive, as to this debut an americal profile and married profile and the debut and	mmenoing with it is loan secured he connected he considered in the considered he consi	to dest payments and describe a	inte svorie internate after i	er the elapse hall have been a citic to should part of middemployer the full power full power full power with the citic to should be sho	of ten days fully paid of fully paid of fully paid of fully paid of fully fully this transact THIS COMM SERV	from the comment of t	ate of file	g of this air is a state of the	or irgality of the street of t	ith the ther
from any, future employer, comployer, and continuing until the first? (in a real direct to said Assign moneys paid in accordance here thereof in my name. I hereby unive, as to this debut an americal profile and this debut and the moneys are to the debut thereof in my name. I hereby unive, as to this debut an americal profile and married profile and the debut and	mmenoing with it is loan secured he connected he considered in the considered he consi	to dest payments and describe a	inte svorie internate after i	er the elapse hall have been a citic to should part of middemployer the full power full power full power with the citic to should be sho	of ten days fully paid of fully paid of fully paid of fully paid of fully fully this transact THIS COMM SERV	from the or settle led to the led	position (included in the control of	sections of sectio	inement was a second and there was a second and there was a second and the second	SALARY ION FOR
from any, future employer, comployer, and continuing until the first? (in a real direct to said Assign moneys paid in accordance here thereof in my name. I hereby unive, as to this debut an americal profile and this debut and the moneys are to the debut thereof in my name. I hereby unive, as to this debut an americal profile and married profile and the debut and	mmenoing with it is loan secured he connected he considered in the considered he consi	to dest payments and describe a	inte svorie internate after i	re the clapsuchall have been add part of maid employer one full power full po	of ten days fully paid of fully paid of fully paid of fully paid of fully fully this transact THIS COMM SERV	from the or settle led to the led	position (included in the control of	g of this air is a state of the	inement was a second and there was a second and there was a second and the second	SALARY ION FOR

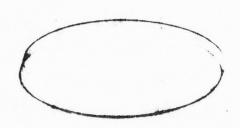
THAN ALCO HOSENSO DELOW OF THE ACCUMENT OF THE ACCUMENT TO THE ACCUMENT STATEMENT STAT	or 57=	JE14 51/UEr.	74.~	
I UNDERSTAID STRETT VIOLED STATES AS USBRITTING THE FOLLOWING FINANCIAL STATEMENT TO THE ABOVE NAMED LENDER THAT THE FOLLOWING STATE IS SUPPORTED TO THE VIOLENTIAL STATEMENT IN ARRANT TO THE ABOVE NAMED LENDER THAT THE FOLLOWING STATE IN ARRANT TO THE ABOVE NAMED LENDER THAT THE FOLLOWING STATE IN ARRANT THE LENDER MAY RELY UPON THE ACCUMACY OF THIS STATEMENT IN ARRANT THE LENDER MAY RELY UPON THE ACCUMACY OF THIS STATEMENT IN ARRANT THE LENDER MAY RELY UPON THE ACCUMACY OF THIS STATEMENT IN ARRANT THE LOCATED AT THE PROPERTY OF THE ABOVE NAMED THE LOCATED AT THE PROPERTY OF THE ABOVE NAMED THE LOCATED AT THE PROPERTY OF THE ABOVE NAMED THE ACCUMACY OF THIS STATEMENT IN ARRANT THE LOCATED AT THE PROPERTY OF THE ABOVE NAMED THE ACCUMACY OF THIS STATEMENT IN ARRANT THE THIRD ARRANT THE THIRD ARRANT THE THIRD ARRANT THE ABOVE NAMED THE A	(This statement must be	e in applicant's own handwrite	ng)	
THE CONTROL PRINT PROBLEMENT OF SUBMITTING THE FOLLOWING PHANDELL STATEMENT TO THE ABOVE NAMED LINES STORE SHAPE THE PROBLEMENT OF A SUBMITTING THE ABOVE NAMED LINES THAT THE FOLLOWING STATEMENT OF THE ABOVE NAMED LINES THAT THE FOLLOWING STATEMENT OF THE ABOVE NAMED LINES THAT THE FOLLOWING STATEMENT OF THE ABOVE NAMED LINES STATEMENT OF CORRECT AND ALL MY INDESTEDNICES IN LINES ABOVE NAMED LINES STATEMENT OF THE ABOVE NAMED LINES STATEMENT OF CORRECT AND ALL MY INDESTEDNICES IN LINES ABOVE NAMED LINES STATEMENT OF CORRECT AND ALL MY INDESTEDNICES IN LINES ABOVE NAMED LINES STATEMENT OF THE ABOVE NAMED	2211 CHURCH AVENUE	ettera van e (est		
TOWN REAL ESTATE LOCATED AT FIRST BRANCH STATES LOCATED AT FIRST BRANCH STATES AND ADDITION THE STATE AND APPIRM MY TOTAL LIABILITIES AND MONTHLY PAYMENTS ARE AS SHOWN: 2 0. 1 1. 1 1. 2 1. 1 1. 1 1. 1 1. 1 1.	I UNDERSTAIND PHATY INE PURPOSE FOR SUBMITTING THE S TO SUPPORT MY APPLICATION FOR A LOAN, AND I WAR MENT FULLY SETS OUT MY PRESENT FINANCIAL STATUS AND N MAKING THE LOAN APPLIED FOR BY ME."	E FOLLOWING FINANCIAL STATEM RANT TO THE ABOVE NAMED LE THAT LENDER MAY RELY UPON	MENT TO THE ABOVE NATIONAL THAT THE FOLLOTHE ACCURACY OF THE	AMED LENDER DWING STATE- S STATEMENT
Secretary and information in the first feeth product of the first feeth pro	n'i 1) au -			
Secretary and information in the first feeth product of the first feeth pro	for the page 16	And the second second second		
STATE AND APPIRE MY TOTAL LIABILITIES AND MONTHLY PAYMENTS ARE AS SHOWN: \$20.18 18 18 18 18 18 18 18	lead Bulgar Is	Amount		An employed and the con-
TOTAL AND APPIRED TO THE POLLOWING AMANE AND INCESTED TO THE POLLOWING TO MAN CYS TO MAY CYS TO MA	Lectrica and Indubitations on other had later month		Manikiy	1 - 10 · 10 · 10 · 10 · 10 · 10 · 10 · 1
AMALEO INDESTED TO THE POLLOWING TOMAN ALSO INDESTED TO THE POLLOWING TOMAN ACYS OWERS 1 15000 Name 1 15000 Programme 1 150000 Programme 1 1500000 Programme 1 150000 Programme 1 1500000 Programme 1 15000000 Programme 1 1500000 Programme 1 15000000 Programme 1 150000000 Programme 1 15000000 Programme 1 150000000 Programme 1 150000000000 Programme 1 150000000000000000000000000000000000	I OMN THE AUTOMOBILES DESCRIBED BELOW NONE	Service of the servic	Payments S	
AMALEO INDESTED TO THE POLLOWING TOMAN ALSO INDESTED TO THE POLLOWING TOMAN ACYS OWERS 1 15000 Name 1 15000 Programme 1 150000 Programme 1 1500000 Programme 1 150000 Programme 1 1500000 Programme 1 15000000 Programme 1 1500000 Programme 1 15000000 Programme 1 150000000 Programme 1 15000000 Programme 1 150000000 Programme 1 150000000000 Programme 1 150000000000000000000000000000000000	Control House	Model of the second	Manufair .	
HAME ADDITION THIS STATEMENT UNLESS YOU HAVE LISTED ALL OF SUCH DEATS OF STATE ADDITION THIS STATEMENT UNLESS YOU HAVE LISTED ALL OF SUCH DEATS OF STATEMENT UNLESS YOU HAVE LISTED AND LINE DESCRIPTION ES THE PROPERTY OF STATEMENT UNLESS YOU HAVE LISTED AND LINE DESCRIPTION AND LINE		The state of the s	Company 1	morting of the state of
Amount 15000 Regents 1500 Regen	NAME ADDRES	•		
The REAL AND APPIRED MY TOTAL LIABILITIES AND MONTHLY PAYMENTS ARE AS SHOWN: 2 0.78 7 9 12 15 15 15 0 15 15 15 0 15 15 15 0 15 15 15 0 15 15 15 15 15 15 15 15 15 15 15 15 15	The state of the s		1878.48	52.18
DOWN TO SHOW THE STATEMENT UNLESS YOU HAVE LISTED ALL YOUR DEBTS OF EVERY KIND. IF YOU MAVE LISTED ADDRESS SHOWS STATEMENT UNLESS YOU MAVE LISTED ALL WY INDESTEDNESS IS LISTED ABOVE. ADDRESS SHOWS STATEMENT IN CORRECT AND ALL MY INDESTEDNESS IS LISTED ABOVE. ADDRESS SHOWS	" Wychs"	Same i		15.00
Amount Segments 11.00 Amount Segments Segments 1 I STATE AND APPIRM MY TOTAL LIABILITIES AND MONTHLY PAYMENTS ARE AS SHOWN 1 2028 4 Segments 1 I STATE AND APPIRM MY TOTAL LIABILITIES AND MONTHLY PAYMENTS ARE AS SHOWN 1 2028 4 Segments 1 I STATE AND APPIRM MY TOTAL LIABILITIES AND MONTHLY PAYMENTS ARE AS SHOWN 1 2028 4 Segments 1 I STATE AND APPIRM MY TOTAL LIABILITIES AND MONTHLY PAYMENTS ARE AS SHOWN 1 2028 4 Segments 1 I STATE AND APPIRM MY TOTAL LIABILITIES AND MONTHLY PAYMENTS ARE AS SHOWN 1 2028 4 Segments 1 I STATE AND APPIRM MY TOTAL LIABILITIES AND MONTHLY PAYMENTS ARE AS SHOWN 1 2028 4 Segments 1 I STATE AND APPIRM MY TOTAL LIABILITIES AND MONTHLY PAYMENTS ARE AS SHOWN 1 2028 4 Segments 1 I STATE AND APPIRM MY TOTAL LIABILITIES AND MONTHLY PAYMENTS ARE AS SHOWN 1 2028 4 Segments 1 I STATE AND APPIRM MY TOTAL LIABILITIES AND MONTHLY PAYMENTS ARE AS SHOWN 1 2028 4 Segments 1 I STATE AND APPIRM MY TOTAL LIABILITIES AND MONTHLY PAYMENTS ARE AS SHOWN 1 2028 4 Segments 1 I STATE AND APPIRM MY TOTAL LIABILITIES AND MONTHLY PAYMENTS ARE AS SHOWN 1 2028 4 Segments 1 I STATE AND APPIRM MY TOTAL LIABILITIES AND MONTHLY PAYMENTS ARE AS SHOWN 1 2028 4 Segments 1 I STATE AND APPIRM MY TOTAL LIABILITIES AND MONTHLY PAYMENTS ARE AS SHOWN 1 2028 4 Segments 1 I STATE AND APPIRM MY TOTAL LIABILITIES AND MONTHLY PAYMENTS ARE AS SHOWN 1 2028 5 Segments 1 AMOUNT AND APPIRM MY TOTAL LIABILITIES AND MONTHLY PAYMENTS ARE AS SHOWN 1 2028 5 Segments 1 AMOUNT AND APPIRM MY TOTAL LIABILITIES AND MONTHLY PAYMENTS ARE AS SHOWN 1 2028 5 Segments 1 AMOUNT AND APPIRM MY TOTAL LIABILITIES AND MONTHLY PAYMENTS ARE AS SHOWN 1 2028 5 Segments 1 AMOUNT AND APPIRM MY TOTAL LIABILITIES AND MONTHLY PAYMENTS ARE AS SHOWN 1 2028 5 SEGMENTS AND APPIRM MY TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL		Annual Count 1		160.00
Amount Service States (Service States) (· telephone		Monthly	11.00
Ower 1 Proposed 1 Ower 1 Propos	·			
Amount Am	le		Monthly Popularity 5	
Amount Services Stores. Furniture Service, Insurance Companies, and oil other active owing to unique properties. In each management service. Applicance Stores. Furniture Service, Insurance Companies, and oil other active owing to unique properties. In each man to the above, the understagement of Service, Insurance Companies, and oil other active owing to unique purpose unfollower. In each man to the above, the understagement of Service, Insurance Companies, and oil other active owing to unique for any other purpose unfollower. In each man to the above, the understagement of Service, Insurance Companies, and oil other active owing to unique for any other purpose unfollower. In each man to the above, the understagement of Service, Insurance Companies, and oil other active owing to unique source properties. In each man to the above, the understagement of Service, Insurance Companies, and oil other active of the policies of followers. In each man to the above, the understagement of Service, Insurance Companies, and oil other active of the policies of followers. In each man to the above, the understagement unlessed your man of the source of the companies of followers. In a second to the above, the understagement of the companies of the comp		a	Monthly DOMES - CONSTRUCTION OF STREET	
Amount Over 1 STATE AND AFFIRM MY TOTAL LIABILITIES AND MONTHLY PAYMENTS ARE AS SHOWN: 2028 48 1 238.18 I STATE AND AFFIRM MY TOTAL LIABILITIES AND MONTHLY PAYMENTS ARE AS SHOWN: 2028 48 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	• Commence of the Commence of	the majority of the same of th	Menthly Poyments \$	and the second
I STATE AND APPIRM MY TOTAL LIABILITIES AND MONTHLY PAYMENTS ARE AS SHOWN: 20-8+8 1238.18 Total Total Department States all my debts for Rates, Marinage Represents Career as Atternays, Decrees, Denters, Medicines States, Functions Serves, Applicate States, Functions Serves, Insurance Companies, and all other eatins owing to engage for any enterprise companies, Companies, and all other eatins owing to engage for purpose wind serves. Applicate States, Functions Serves, Insurance Companies, and all other eatins owing to engage the purpose wind serves (as a server). In eatherm to the above, the understance, is stated and all of the contingent debts or liabilities as follows. In my balady pile W 2 & K 150 My income from a control to the control pile. In MY BALADY PIL W 2 & K 15 10 My income from a control to the control pile. DO NOT SIGN. THIS STATEMENT UNLESS YOU MAYE LISTED ALL YOUR DEBTS OF EVERY KIND, IF YOU MAYE LISTED ALL OF SUCH DEBTS, WRITE HERE I CERTIFY THIS PREDICTAL STATEMENT IS CORRECT AND ALL MY INDESTEDNESS IS LISTED ABOVE. Square Such against the state of the control			Yerr,	
Investment Series. Appliance Stores. American Series. Investment Series. Appliance Stores. Appliance S	•	American Country of the Country of t	Monthly Popment 1	
In addition to the above, the underspace it Endorser and Commission or otherwise liquid for contingent dates or traditions or follows. TO NOTE OF SUPPLY THIS STATEMENT UNLESS YOU MAYE LISTED ALL YOUR DESTS OF EVERY KIND. IF YOU MAVE LISTED ALL OF SUCH DESTS, WRITE MERE TO OWE NO OTHER DESTS OWE NO OTHER DESTS OWE NO OTHER DESTS OWE NO ALL MY INDESTEDNESS IS LISTED ABOVE I CONTINUE THIS STATEMENT IS CORRECT AND ALL MY INDESTEDNESS IS LISTED ABOVE I CONTINUE THIS STATEMENT IS CORRECT AND ALL MY INDESTEDNESS IS LISTED ABOVE I WAY BOOKS THE ABOVE LISTED HOSTEDNESS OF S. 2. P	I STATE AND AFFIRM MY TOTAL LIABILITIES AND MONTHLY I	PAYMENTS ARE AS SHOWN: 2	028.48	238.18
In addition to the above, the underspace it Endorser and Commission or otherwise liquid for contingent dates or traditions or follows. TO NOTE OF SUPPLY THIS STATEMENT UNLESS YOU MAYE LISTED ALL YOUR DESTS OF EVERY KIND. IF YOU MAVE LISTED ALL OF SUCH DESTS, WRITE MERE TO OWE NO OTHER DESTS OWE NO OTHER DESTS OWE NO OTHER DESTS OWE NO ALL MY INDESTEDNESS IS LISTED ABOVE I CONTINUE THIS STATEMENT IS CORRECT AND ALL MY INDESTEDNESS IS LISTED ABOVE I CONTINUE THIS STATEMENT IS CORRECT AND ALL MY INDESTEDNESS IS LISTED ABOVE I WAY BOOKS THE ABOVE LISTED HOSTEDNESS OF S. 2. P	I have varieded in the Har above all the dates for Basin Mariana Security		Cobilities	Paymonts
MY BALAST PIE WEEK IS 1 50 My income from the short survey the statement unless you have listed all your desits of every kind. If you have listed all over no other left. Towe no other places statement is correct and all my indestedness is listed above. The first fillermin specific of 22.2 Me and the signed statement indicating that the is the and country in the interest of the country in the statement is correct in the signed statement indicating that the is the and country in the statement i	Department Stores, Appliance Stores, Authoria Stores, Incurance Campanies, on	taxes, Graceries, Atternays, Dactors, Dantiel of all other actits owing to anyone for any	is. Helpitais. Brugs, Lean Camp ather purpose whotsoover	
MY BALAST PIE WEEK IS 1 50 My income from the short survey the statement unless you have listed all your desits of every kind. If you have listed all over no other left. Towe no other places statement is correct and all my indestedness is listed above. The first fillermin specific of 22.2 Me and the signed statement indicating that the is the and country in the interest of the country in the statement is correct in the signed statement indicating that the is the and country in the statement i	4. In addition to the above, the undersigning is Endoner and Guaranter as	otherwise liable for contingent dates or lie	obilities es follows:	10.74
DO NOT SIGN THIS STATEMENT UNLESS YOU HAVE LISTED ALL YOUR DEBTS OF EVERY KIND. IF YOU HAVE LISTED ALL OF SUCH DEBTS, WRITE HERE TO OWE NO OTHER DESTS I CERTIFY THIS PREDICIAL STATEMENT IS CORRECT AND ALL MY INDESTEDNESS IS LISTED ABOVE THE STATEMENT OF THE PREDICIAL STATEMENT OF THE SIGNED STATEMENT INDICATING THAT THIS IS THE AND CORNECT AND THE SIGNED STATEMENT INDICATING THAT THIS IS THE AND CORNECT AND THE SIGNED STATEMENT INDICATING THAT THIS IS THE AND CORNECT AND THE	" NON.		A 1.5	
DO NOT SUM! THIS STATEMENT UNLESS YOU HAVE LISTED ALL YOUR DEBTS OF EVERY KIND. IF YOU HAVE LISTED ALL OF SUCH DEBTS, WRITE HERE "I OWNE NO OTHER DESTS OWN OF THE PRODUCIAL STATEMENT IS CORRECT AND ALL MY INDESTEDNESS IS LISTED ABOVE. I MAYS NOTED THE ABOVE LISTED HOSTEDHISE OF 2 2 2 1 2 AND THE SIGNED STATEMENT INDICATING THAT THIS IS THE AND CORNECT LIST OF AND	16		and the same and t	
DO NOT SIGN THIS STATEMENT UNLESS YOU HAVE LISTED ALL YOUR DEBTS OF EVERY KIND. IF YOU HAVE LISTED ALL OF SUCH DEBTS, WRITE HERE TO OWE NO OTHER DESTS I CERTIFY THIS PREDICIAL STATEMENT IS CORRECT AND ALL MY INDESTEDNESS IS LISTED ABOVE THE STATEMENT OF THE PREDICIAL STATEMENT OF THE SIGNED STATEMENT INDICATING THAT THIS IS THE AND CORNECT AND THE SIGNED STATEMENT INDICATING THAT THIS IS THE AND CORNECT AND THE SIGNED STATEMENT INDICATING THAT THIS IS THE AND CORNECT AND THE	10			
TOWE NO OTHER DESTS OWE no other left. I CERTIFY THIS PHANCIAL STATEMENT IS CORRECT AND ALL MY INDESTEDNESS IS LISTED ABOVE. I MAY ROTTED THE ABOVE LISTED HOSTEDHESS OF \$2.2.0. AND THE SIGNED STATEMENT INDICATING THAT THIS IS THE ABO CORRECT AND THE SIGNED STATEMENT INDICATING THAT THIS IS THE ABO CORRECT AND THE SIGNED STATEMENT INDICATING THAT THIS IS THE ABO CORRECT AND THE SIGNED STATEMENT INDICATING THAT THIS IS THE ABO CORRECT AND THE SIGNED STATEMENT INDICATING THAT THIS IS THE ABO CORRECT AND THE SIGNED STATEMENT INDICATING THAT THIS IS THE ABOUT OF A STATEMENT INDICATING THAT THIS IS THE ABOUT OF A STATEMENT INDICATING THAT THIS IS THE ABOUT OF A STATEMENT INDICATING THAT THIS IS THE ABOUT OF A STATEMENT INDICATING THAT THIS IS THE ABOUT OF A STATEMENT INDICATING THAT THE IS THE ABOUT OF A STATEMENT INDICATING THAT THE IS THE ABOUT OF A STATEMENT INDICATING THAT THE IS THE ABOUT OF A STATEMENT INDICATING THAT THE IS THE ABOUT OF A STATEMENT INDICATING THAT THE IS THE ABOUT OF A STATEMENT INDICATING THAT THE IS THE ABOUT OF A STATEMENT INDICATING THAT THE IS THE ABOUT OF A STATEMENT INDICATING THAT THE IS THE ABOUT OF A STATEMENT INDICATING THAT THE IS THE ABOUT OF A STATEMENT INDICATING THAT THE IS THE ABOUT OF A STATEMENT INDICATING THAT THE IS THE ABOUT OF A STATEMENT INDICATING THAT THE IS THE ABOUT OF A STATEMENT INDICATING THAT THE IS THE ABOUT OF A STATEMENT INDICATING THE STATEMEN	WELLEY ME WEEK 181	Ko stranski		
OWE NO OTHER DESTS OWE me other left. I CENTRY THE PRINCIPLE STATEMENT IS CORRECT AND ALL MY INDESTEDNESS IS LISTED ABOVE. THE PRINCIPLE OF THE PRINCIPLE STATEMENT IS CORRECT AND ALL MY INDESTEDNESS IS LISTED ABOVE. THE PRINCIPLE OF THE PRIN	DO NOT SIGN THIS STATEMENT UNLESS YOU HAVE LIS	TED ALL YOUR DESTS OF EVERY	KIND. IF YOU HAVE LIST	EO
I CONTINUE THIS PRACTICAL STATEMENT IS CORRECT AND ALL MY INDESTEDNESS IS LISTED ABOVE. TO CLOSE STATEMENT IN CONTINUE STATEMENT INDICATING THAT THIS IS THE AND CONTINUE OF A STATEMENT INDICATING THAT THIS IS THE AND CONTINUE OF A STATEMENT INDICATING THAT THIS IS THE AND CONTINUE OF A STATEMENT INDICATING THAT THIS IS THE AND CONTINUE OF A STATEMENT INDICATING THAT THIS IS THE AND CONTINUE OF A STATEMENT INDICATING THAT THIS IS THE AND CONTINUE OF A STATEMENT INDICATING THAT THIS IS THE AND CONTINUE OF A STATEMENT INDICATING THAT THIS IS THE AND CONTINUE OF A STATEMENT INDICATING THAT THE IS THE AND CONTINUE OF A STATEMENT INDICATING THAT THE IS THE AND CONTINUE OF A STATEMENT INDICATING THAT THE IS THE AND CONTINUE OF A STATEMENT INDICATING THAT THE IS THE AND CONTINUE OF A STATEMENT INDICATING THAT THE IS THE AND CONTINUE OF A STATEMENT INDICATING THAT THE IS THE AND CONTINUE OF A STATEMENT INDICATING THAT THE IS THE AND CONTINUE OF A STATEMENT INDICATING THAT THE IS THE AND CONTINUE OF A STATEMENT INDICATING THAT THE IS THE AND CONTINUE OF A STATEMENT INDICATING THAT THE IS THE AND CONTINUE OF A STATEMENT INDICATING THAT THE IS THE AND CONTINUE OF A STATEMENT INDICATING THAT THE IS THE AND CONTINUE OF A STATEMENT INDICATING THAT THE IS THE AND CONTINUE OF A STATEMENT INDICATING THAT THE IS THE AND CONTINUE OF A STATEMENT INDICATING THAT THE STATEMENT INDICATING THE STA	THE CONSIDER IN WAITE WEIGH			
I MAYOR NOTED THE ABOVE LIGHTO MODER COURSE OF 222 PM AND THE SIGNED STATEMENT INDICATING THAT THIS IS THE AND CORNECT LIGHT OF ANY	" OWE NO OTHER DESTS	ve no other	clebra	
I MAVE NOTED THE ABOVE LISTED HOUSEDURES OF A 20 2.P.L. AND THE SIGNED S'ATEMENT INDICATING THAT THIS IS TRUE AND CORRECT LIST OF ANY	CENTRY THE PALINCIAL STATEMENT IS CORRECT AN	ID ALL MY INDESTEDNESS IS LIS	STED ABOVE.	
I MAVE NOTED THE ABOVE LISTED HOUSEDURES OF A 20 2.P.L. AND THE SIGNED S'ATEMENT INDICATING THAT THIS IS TRUE AND CORRECT LIST OF ANY			St. Li	·
	Julia Day	/	sure pu	
HORE COMED BY STEEPER SUPERPENTED THEREFORE THIS APPLICATION TOR A LOAN OF S STEEPER COMED BY STEEPER	I HAVE NOTED THE ABOVE LISTED INSERTEDINESS OF \$ 20 2.7 7 8 MIC		IT THIS IS TRUE AND CORRECT	T 1187 OF ALL
10/20/20 1.05 June 1/15	HORS OWID BY DYE PEN 21/4/2 PENTO THEREIS	DEL I HEREN APPROVE THIS APPLICATION	OR A LONG OF & LA	TY
To complet to the state of the	phehi- 10	05	1.65	
	10 Comment 10 00	form you	1 /1	

37 3 3 . . .

JULIUS WINN

.

261 HADISON AVENUE REW YORK, N. Y. 10016 U.S. t. Franklin and Exchinge Communion 26 p. or.l Plana - Roba 1100 New York, New York





FUTURISTIC FOODS, inc.



62-45/47 WOODHAVEN BOULEVARD REGO PARK, NEW YORK 11374

> Futuristic Foods, Inc. 1973 All Rights Reserved

Any reproduction, reprint or use of this material is expressly prohibited without the express written consent of Futuristic Foods. Inc.

The Concept of

FUTURISTIC Foods, Inc.

Futuristic Foods, Inc. will be a phone-order, home delivery service for all supermarket items (both edible and non-edible) whereby the consumer will be able to look into a catalog, select all name brand items desired, phone and have the order delivered within 24 hours and without having to pay a delivery charge, buy a freezer or sign a contract. The prices for all merchandise will be highly competitive with those in existing supermarkets.

Our ultimate goal is to provide the consumer with total "in home" service for any household service needs which may arise; the consumer will simply dial our number and receive our fully guaranteed service. This service will be limited only to those customers who are members of our Futuristic Foods, Inc., through member tranchisees.

Individuals may at this time subscribe to one or two types of franchises. On the pages that follow, a clear and concise outline of the benefits provided for each of the two types are set forth.

Futuristic Foods. Inc. is a newly formed corporation organized under the laws of the State of New York. Its sole purpose is to act as a servicing organization for franchised owners who are desirous of creating a food servicing route consisting of its own customers.

Each individual franchisee will be the owner of his own independent and distinct business. He

will be able to solicit orders from his own customers without territorial restriction and thereafter either have his customers call Futuristic Foods, Inc. directly or act as liaison between his customer and Futuristic Foods, Inc. Futuristic Loads, Inc. will thereafter fill the customers order within 24 hours by delivering same as agent for the franchisee.

In view of the necessity of establishing a mammoth servicing organization. Futuristic Foods, Inc. is offering franchises to those with vision and a desire to establish their own business. utilizing Futuristic Foods. Inc. as its servicing agent. It will take approximately two years to develop all of the machinery and organizational facilities necessary to render this operation viable. Consequently, we are offering to those desirous of participating a special pre-operational membership rate. This rate will never again be offered to the public or future franchisees once Futuristic Foods. Inc. is in full operation. The special membership franchise rate is offered as an inducement to those with vision to become charter franchisees recognizing that through their participation at this time they are rendering invaluable service to Futuristic Foods. Inc.

Futuristic Foods, Inc., in addition to rendering the aforesaid service will also act as bookkeeper for each individual franchisee, thus relieving him of the onerous burden of keeping his own detailed books of account. To this end Futuristic Foods, Inc. will submit monthly printouts of all sales made by the individual franchisee, remitting to the franchisee simultaneously therewith a check for his monthly profit, computed as more specifically outlined in the charts that follow.

FUTURISTIC

\$6,000.00 Franchise Owner

Receives:

- 1. Four day business training
- 2. Gales training for humsoff and his safesinen
- 3. Right to use our name.
- 4. Free participation in our advertising campaign.
- 5. Free use of our delivery service.
- 6. Our charge plan when initiated.
- Right to 6% net bottom line profit on initial orders.
- 8. Right to 3% net bottom line profit on reorders.

FUTURISTIC

\$3,000.00 Franchise Owner

Receives:

- 1. Two day business training.
- 2. Sales training for himself and his salesmen.
- 3. Right to use our name.
- 4. Free use of our delivery service.
- 5. Our charge plan when initiated.
- Right to a 5% net bottom line profit on initial orders.
- Right to a 2% net bottom line profit on reorders.

Initial Order Franch. Profit	%9	2%
Initial Order Bonus Comm	+3:	+3:

FUTURISTIC FOODS, INC. RETAIL BREAKDOWN. Ware- Trucking Adminis- Adver- Fr.

Position	Total	Cost of Merchan- dise	Ware- house	Trucking	Adminis- tration	Adver- tising	Fran- chise Profit
\$6,000 100%		-80%	-1.8%	-4.0%	-4.0% -11.2%	%0-	3%
\$3,000 100%	100%	-80%	-1.8%	-4.0%	-4.0% -11.2%	-1%	2%

Based on \$1,000,000 Monthly Sales Volume

FUTURISTIC FOODS, Inc.

- Franchise owner agrees to make only those claims regarding the services that are authorized in writing by Futuristic Foods, Inc. Further, the franchise owner agrees never to give false or misleading information concerning the services of the company, and agrees to hold the company harmless from any claims or damages resulting from any such misrepresentation.
- 2. Franchise owner agrees to be an independent contractor. Franchise owner agrees never to state or imply, by any acts or representation, that he is an employee, servant, agent or legal representative of Futuristic Foods. Inc. Franchise owner hereby agrees that this Agreement does not constitute a joint venture, joint arrangement, co-partnership or any relationship other than independent contractor with Futuristic Foods. Inc. Franchisee must indicate his status as an independent contractor on all business transactions and forms.
- Franchise owner agrees to obtain prior written approval from Futuristic Foods. Inc. for any promotion or advertising of the service or his franchise.
- 4. Franchise owner agrees to defend, indemnify and hold harmless. Futuristic Foods, Inc., against all claims, demands or causes of action, whatsoever, by whomsoever prosecuted or demanded, and for any or whatever account arising out of the operation of franchisee's Franchise. Franchise owner agrees to comply with all laws, rules, and regulations of all states, cities, municipalities and of the Federal Government or of any other agency, authority or entity which are applicable. Franchise owner agrees to pay all taxes, license fees, which are applicable, or any charges made with regards to his/

- her business. Franchise owner agrees to put forth his/her best efforts to promote and market business, products and merchandise of Futuristic Foods. Inc
- 5. No one is an authorized franchise owner until Futuristic Foods, Inc. accepts into its records an executed copy of this Brochure Agreement signed by the individual and approved by an officer of the company.
- 6. Franchise owner agrees not to reproduce or duplicate any sales aids or literature being circulated by Futuristic Foods, Inc. without prior written approval from the company.
- 7. Franchise owner agrees not to enter into any business transaction which will obligate Futuristic Foods, Inc. in any manner; Futuristic Foods, Inc. will not assume the liability of any debts incurred by unauthorized individuals.
- 8. Franchise owner agrees not to transfer his sponsorship to another organization without the prior written consent of all franchise owners involved and written approval by Futuristic Foods, Inc.
- 9. Franchise owner understands that a violation of any company regulation constitutes grounds for immediate termination by the company of his status as a franchise owner. Any act or involvement of a franchise owner which is considered by the Board of Directors to be harmful to Futuristic Foods, Inc. shall constitute grounds for immediate termination of his status.
- 10. Futuristic Foods, Inc. recognizes a franchisee as an individual, whether the franchisee is a person, partnership, corporation or some other business association. A corporation cannot become a Futuristic Foods, Inc. franchisee. However, individual franchise.

chise owners may conduct business through a corporation.

- 11. Parties to the franchise application and agreement agree that the foregoing constitutes a contract and is governed by the laws of the State of New York.
- 12. Franchise owner agrees to introduce, or allow to be introduced, to his accounts or any accounts in his organization, no matter by whom acquired, only such products and/or services as are offered by Futuristic Foods, Inc. or any of its affiliates.
- 13. Franchise owner agrees not to recruit or sponsor any other franchise owner into any venture which will hinder his effective execution of his franchise.
- 14. Franchise owner agrees that Futuristic Foods, Inc.'s obligation to provide delivery to customers is limited to any and all areas designated by Futuristic Foods, Inc. as "operating retail territory" and to the company's capacity to deliver within the area so designated.
- 15. Franchise owner agrees to complete the basic business management course within seventy-five (75) days of registering with the company. Should the franchise owner not complete said training, any commissions earned after the seventy-five (75) day period may be withheld by Futuristic Foods, Inc. until such time as the course is completed.
- 16. Franchise owner agrees that Futuristic Foods, Inc. may at its option, cancel this agreement at any time during which this agreement has been breached by Franchise

- owner Such cancellation shift not relieve. Franchise owner from any obligation to pay all amounts due and owing to Futuristic Foods. Inc.
- 17. Franchise owner understands that he/she must use his good faith and efforts to premote Futuristic Foods. Inc. in operating his/her franchise and that in the event he fails to comply with said rules and regulations, or the terms of this Agreement, that Futuristic Foods. Inc. shall have the right to place his/her franchise in the inactive status.

The franchise owner understands and agrees that it shall be grounds for termination of his/her franchise if, after this agreement is accepted, he should engage in a directly competing enterprise involving the wholesaling, retailing, marketing or manufacturing of foods or other items commonly sold in food supermarkets, while a franchise owner of products sold by Futuristic Foods. Inc. The franchisee should not dissuade any person from continuing his/her association with Futuristic Foods, Inc. or persuade any person to engage in a directly competing enterprise. If the franchisee is, at any time after the acceptance of this Agreement by Futuristic Foods, Inc., terminated as a franchise owner, for any reason whatsoever, the franchisee agrees that he will not directly compete in the retailing, wholesaling, marketing or manufacturing of foods, and other items commonly sold in food supermarkets. for six months following his termination. within a radius of twenty miles from franchisee's residence where his Futuristic Foods Franchise was granted. The applicant also agrees that should his franchise ever be terminated for any reason whatsoever, he will not solicit or persuade any wholesalers, retailers, or franchisees of the

products sold by Futuristic Foods, Inc., to engage in a directly competing enterprise as defined herein for six months after his/her termination. He also understands and agrees that the reasonable and fair damages for breach of this covenant shall be the forfeiture of any income or profits gained by said solicitation of franchises, employees or retailers

All applications received by Futuristic Foods, Inc. must contain the following information: (A) State, (B) Quota for State, (C) Total sold in State, (D) Total Positions Remaining, and (E) Applicants Initials in Recognition of these stipulations.

it is further recommended, that other company publications, such as the training manuals, be read and understood before a franchise owner even begins to operate his business.

SERVICES TO BE RENDERED BY

FUTURISTIC Foods, Inc.

The following services will be provided when the corporation becomes operational:

- (a) Futuristic Foods, Inc. agrees to assume all responsibility for product liability, and there shall be no recourse to any salesman, or franchise owner for any cause of action due to spoilage.
- (b) Complete customer satisfaction with moneyback guarantee.
- (c) Delivery of all merchandise ordered within 24 hours of the time of order and within one hour of customer's designated delivery time.

- (d) Free participation to franchisees in lead programs.
- (e) Business training as heretofore specified
- (f) Sales training for all salesmen obtained by the franchised owner.
- (g) All bookkeeping for individual franchisees
- (h) All payroll distribution required by franchisees to his sales personnel.
- Distribution of all required catalogs for consumer use.
- (j) Protection for all franchised owners accounts.
- (k) Corporation agrees to provide any and all sales aids and literature other than the Catalog before referred to, at cost of printing plus not more than 10% for servicing of order.
- (I) All monies owing to individual franchisees predicated upon their sales, will be made within fifteen (15) days of the close of any month, together with an itemized statement indicating the sales made, profit remitted and a breakdown of all costs.
- (m) The corporation agrees not to exceed the issuance of 1620 franchises in the State of New York.



The foregoing constitutes a binding agreement between the corporation and the individual franchisee, notwithstanding that same is prepared in Brochure form, the purpose of which was to make more intelligible the complete understanding entered into between the parties hereto.

he Beginning"

Franchisee

FUTURISTIC FOODS, INC.

By:

Corporate Officer

DEFENDANTS' EXHIBIT E.

15 6/ AYER BARD GATAIL To Donato Kinel: Are. UP Marketing 12 Jan 12, 1973 I Subject: Resignation effective alilis THE CONTROL TODAY AND A Complete ANAROUSES Sinte Constant HARASSNELT, Chitish And OFFRIGHT Estate them To me By the people in power ABove, I. Marchalfily School my Arsignation. I Could Moved the on A "Ten " estent The Leaden Displayer No Hespel for Henself; no forfeet for other prople; No Rivergement Abilities, Men Den As To How To
affectively get a get Done. I Could never work for
A like without All II was a Real Course work of A film withering All you need is To Be A "SHOWMAN" in InterTower) in order To be Able To get altent. only there are option effective feb 1 A73 I no longer will be working for Galaxy foods True. Con it The "Powers" Dies it to be somed Has played , self out AND I have hot well in the larger " lo fet in AND Billet profit Company" Company " pupper" Company is the mark in the AND will not welk in the AND AND WILL NOT WELK IN THE COURSE COURSE CAPTER "Pupper" Company, where people who Have no IDEA OR lower as a contract of the course of the cou where people who know no iDea on concept ABout.
genating it company, Control And cultar the Minds of I well of want An IDIOT giving me Another

Frank CHAMER TO WORK for Him. I DON'T SOUND OR WANT INJERSENCES THROWS AT ME THAT EVERY-Thought Distributed process is Becomes I work for A major frod consider And throw Socoo A years I A major frod consider And throw Socoo A years! I The filed Beenese Me pressure Buit of A GALINY 1008 Inc. Doesn'T need AN executive of of Marketing. On The company Doesn't weed or. Precause As the CHAIRMAN of THE BOARD SO APTLY UT IT, " Any Body Can Do your J.B". Well, I guess 114's Right, May DOT Com operate A Machine! But of every body can be A manager Esfortunately I 19 Per. Breauxe Men attet I've seen & fait, GALAYY Fools Inc. Management Capals. 1. Tres is extendy limited. At LEAST when I say I LEARNED Some Pling and consider myself the Better pieson and Manager, I have full Knowledge That it is There. I Don't Ware in full Billion A mask And play a part like An Actor of the Alling Confing witho Com say this company witho come say this Pospectally Sand P. C. B. KATU Pass. Dist. A funberlatt

1947 DEFENDANTS' EXHIBIT G. Mr. Steven bilver.can 2327 Lest 13th Street Problyn, of York 1123 Dece Usr 27, 1972 r. Place Hatiz (/) of lawy Poods 203 Objectory Avenue Looklyn, Len York Tear Mr. Katz: I am writing to you in deaper dien. Two conths ago I tecame a reabor of Galaxy as a distributor. I have been very pleased to be a part of this great organization. Unfortunately, great problems have arisen in my family which force me to sell by distributorship i sediately. ly bride of mine months is on the verge of a mervous brookdown. I had dancer'd upon her income to help pay part of the loan which I hade to join Calaxy. Instead of her help, I have her additional reflect expense and a mnot ret the loan , syscuts. Therefore I must sell my distributorship beck to the entropy the decide Jame '13 "buy-back option" as I have no idea how long it will tole for her to recover. in and the money to ediately as y wife's health is all that notices to 0. This is a plea for your understanding and cooperation. I must have your reply as soon as possible as I have no other elades and carnot continue under this pressure. Please contact ne after 6:30 P.M. at 149-7558. Annionaly awaiting your call,

> cc:100% rlattuch Ave. Regionsed Whil Return Receipt Requested





CORPORATE RECORDS

MINUTES & BY-LAWS

Minutes and By Laws

OF

1951

DEFENDANTS' EXHIBIT J

MINUTES OF ORGANIZATION MEETING OF GALAXY FOODS, THE.

The undersigned, being the sole incorporator of this corporation, held an organization meeting at the date and place set forth below, at which meeting the following action was taken:

It was resolved that a copy of the certificate of incorporation together with the receipt issued by the department of state showing payment of the statutory organization tax and the date and payment of the fee for filing the original certificate of incorporation be appended to these minutes.

By-laws regulating the conduct of the business and affairs of the corporation, as prepared by Marold Bofshever Esq., 211-35 23rd Avenue, Bajside, New York.

counsel for the corporation were adopted and ordered appended hereto.

The persons whose names appear below were named as directors.

The board of directors was authorized to issue all of the unsubscribed shares of the corporation at such time and in such amounts as determined by the board and to accept in payment money or other property, tangible or intangible, actually received or labor or services actually performed for the corporation or for its benefit or in its formation.

The principal office of the corporation was fixed at Ken-Lee Enter ris s, Inc., 149-36 41st Street, Flushing, New York.

Dated at Queens, New York
the oth day of Se tember

1971

Sole incorporator
Harold Bofs.ever

The undersigned accept their nomination as directors.

Rafael avni Force Ette

Type director's name

Arthur Lieberman

Kenneth T. Rosenthal

Signature

arthur Kuberner

Kenneth F. Ferentia

The following are appended to the minutes of this meeting:

Copy of certificate of incorporation, filed on Receipt of department of state By-laws

1952

DEFENDANTS' EXHIBIT J

RECEIPT OF DEPARTMENT OF STATE

STATE OF NEW YORK	DEPARTMENT OF STATE
	BANY
FILING	RECEIPT
TYPE OF CERTIFICATE	
Incorporaton (Business)	Q
CORPORATION NAME	DATE FILED
GALAXY FOODS, INC.	9/2/71
DURATION & CO. CODE	FILM NO.
P 41	931129-4
NO. AND KIND OF SHARES	
200 npv	
LOCATION OF PRIN. OFFICE	COMMENT
NYC QUEENS CO ADDRESS FOR SERVICE OF PROCESS	
KEN LEE ENTERPRISES INC 149-36	41st ST FLUSHING NY
REGISTERED AGENT, IF ANY	1130 DT TEODITIO
FILER AND ADDRESS	
HAROLD BOFSHEVEL 211-35 23rd AV	
BAYSIDE NEW YOU	RK 11361
6 DOLLAR FEE TO COUNTY	
FEES AND OR TAX PAID AS FOLLOW	S :
CHK. M.O. CASH	\$ 60
50 FILING	
CERTIFIED COPY	
CERTIFICATE	TOTAL \$ 60
	ND OF \$ TO FOLLOW
	P. LOMENZO

5

CO 518 (REV. 3:66)

State of New York
Department of State

25084

I hereby certify that I have compared the annexed copy with the original document filed by the Department of State and that the same is a correct transcript of said original.

WITNESS my hand and seal of the Department of State on SEP 3 1971

John P. Lomenzo-Secretary of State

CO-504

Filed By:

Harold Bofshever Attorney-At-Law

> Office and Post Office Address 211-35 23rd Avenue Bayside, New York 11731

931129 - 7

Certificate of Incorporation

8/278 Ua 10

of

GALAXY FOODS, INC.

under Section 402 of the Business Corporation Law

Filed By:

Harold Bofshever Attorney-At-Law

> Office and Post Office Address 211-35 23rd Avenue Baysida, New York 11751

A 234 Certificate of Incorporation fusiness Corporation Law §102.

COPERIGHT 1943 BY JULY TO DECOMINE THE LAW CLAVE PLANSIED IN
BO EXCHANGE PLACE AT BROADWAY, FIEW YORK

931129

Certificate of incorporation of

GALAXY FOCOS, INC.

under Section 402 of the Business Corporation Law

C. William

IT IS HEREBY CERTIFIED THAT:

(1) The name of the proposed corporation is GALAXY FOODS, INC.

(2) The purpose or purposes for which this corporation is formed, are as follows, to wit:

To buy, sell, distribute, import, expert, purchase, grow, manufacture, package, prepare, store, transport, contract for, advertise for, and otherwise deal in for cash, credit or in any other mode or manner, fresh, frozen, canned and/or presackaged: meats, fish, vegetables, fruits, baked goods, milk, dairy products; and/all other foods and food products, food ingredients and beverages of every kind, type and nature.

To buy, sell, distribute, import, excert, purchase, grow, manufacture, package, prepare, store, transport, contract for and otherwise deal in for cach, credit or in any other mode or manner, seep, seep substitutes, detergents, cleaners, denderants, insecticides, waxes, polishes, kitchen and bathroom paper products of every and all kinds, tissues, towels, plates, cups, brooms, maps, glass jars, electric light bulbs, cut and artificial flowers, pet foods and pet supplies and accessories, dismosre, flatware, kitchen wrapping materials, (aluminum and plastic), health and beauty aids, cosmetics, rezors and razor blades, cigars, cigarettes, matches, tobacco, spanges, tootheaste, toothepicks, steel wool, clothes pins, clothes lines, hardware, glass ware, utensils of every description used in connection with the preparation and consumption of food at home.

To offer and advertise for sale and to sell to persons and companies, sales distributoreships for the furtherence of the company's purposes.

To buy, sell, exchange, use and deal in trucks, motor vehicles, and other equipment, apparatus and machinery necessary or convenient for use in or in connection with the business.

To take, buy, exchange, lease or otherwise acquire real estate and environment, right therein, and to hold, ewn. sparstal confirmal magnetical, encomber, let or otherwise deal in and with any and all kinds of buildings, factories, stores, workeraps, forms, ranches, manufacturing plants and establishments of everykind, to other with the mechinery, equipment, tools, devices and apparatus necessary or desirable for the purchase of this corporation; and to sell, assign, transfer, convey, lear or otherwise allerate or dispose of, and to rottage or otherwise encumber the lands, buildings, rack and servenal property of the corporation wherever situated, and any and all he allend equitable interest therein.

BEST COPY AVAILABLE

To purchase or otherwise acquire all or any part of the basic or, cost ill, rights, property and assets of every kind, of any entity or entities on to say the refer, in anale or in part, with cash or other property, or with operatics of the correctables and to assume all or any part of the liabilities of any such entity or an files; to hold, maintain and operate or to dispose of, the whole or any part of the table of any part of the table of any part of the table of any business so acquired, and to exercise all powers advantageous or necessary to the costful conduct of any cuch business.

The corporation, in furtherance of its corporate purposes above set forth, shall have all of the powers enumerated in Section 202 of the Business Corporation Law, subject to any limit atoms provided in the Business Corporation Law or any other statute of the State of New York.

(3) The office of the corporation is to be located in the City

(city) (town) (incorporated village)

of New York

County of Queens

State of New York.

- (4) The aggregate number of shares which the corporation shall have the authority to issue is two hundred (200), all of which are to be of one class and without par value.
- (5) The stockholders are authorized to elect the officers of this corporation and the stockholders shall function as Directors of this corporation and the stockholders shall delegate to the officers the functions and powers of the Board of Directors in the canagement of corporate affairs and this paragraph in its entirety shall be officed as a legend to all Certificates of Stock that may be issued by this corporation.

The following provisions are inserted for the regulation and conduct of the effairs of the corporation and it is expressly provided that they are interest to be in furtherance and not in limitation or exclusion of the powers conferred by statute.

The corporation may use and apply its surplus earnings or accurulated restits, otherwise by law to be reserved, to the purchase or acquisition of property of the capital stock from time to time to each stant and in such manner and upon such terms as its Board of Directors shall detarmine; and neither the property nor the capital stock taken in payment or entisfaction of any debt due to the corporation, shall be regarded as profits for the purpose of realization or payment of dividends, unless otherwise determined by a majority of the Board of Directors.

DEFENDANTS' EXHIBIT J

BY-LAWS

of
GALAXY FOURD, I.S.

ARTICLE I - OFFICES

of MYONK County of MYONK State of New York.

The corporation may also have offices at such other places within or without the State of New York as the board may from time to time determine or the business of the corporation may require.

ARTICLE II - SHAREHOLDERS

1. PLACE OF MEETINGS.

Meetings of shareholders shall be held at the principal office of the corporation or at such place within or without the State of New York as the board shall authorize.

2. ANNUAL MEETING.

The annual meeting of the shareholders shall be held on the 3rd day of January at 10 p. M. in each year if not a legal holiday, and, if a legal holiday, then on the next business day following at the same hour, when the shareholders shall elect a board and transact such other business as may properly come before the meeting.

3. SPECIAL MEETINGS.

Special meetings of the shareholders may be called by the board or by the president and shall be called by the president or the secretary at the request in writing of a majority of the board or at the request in writing by shareholders owning a majority in amount of the shares issued and outstanding. Such request shall state the purpose or purposes of the proposed meeting. Business transacted at a special meeting shall be confined to the purposes stated in the notice.

4. FIXING RECORD DATE.

For the purpose of determining the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to or dissent from any proposal without a meeting, or for the purpose of determining shareholders entitled to receive payment of any dividend or the allotment of any rights, or for the purpose of any other

action, the board shall fix, in advance, a date as the record date for any such determination of shareholders. Such date shall not be more than fifty nor less than ten days before the date of such meeting, nor more than fifty days prier to any other action. If no record date is fixed it shall be determined in accordance with the provisions of law.

5. NOTICE OF MEETINGS OF SHAREHOLDERS.

Written notice of each meeting of shareholders shall state the purpose or purposes for which the meeting is called, the place, date and hour of the meeting and unless it is the annual meeting, shall indicate that it is being issued by or at the direction of the person or persons calling the meeting. Notice shall be given either personally or by mail to each shareholder entitled to vote at such meeting, not less than ten nor more than fifty days before the date of the meeting. If action is proposed to be taken that might entitle shareholders to payment for their shares, the notice shall include a statement of that purpose and to that effect. If mailed, the notice is given when deposited in the United States mail, with postage thereon prepaid, directed to the shareholder at his address as it appears on the record of shareholders, or, if he shall have filed with the secretary a written request that notices to him be mailed to some other address, then directed to him at such other address.

6. WAIVERS.

Notice of meeting need not be given to any shareholder who signs a waiver of notice, in person or by proxy, whether before or after the meeting. The attendance of any shareholder at a meeting, in person or by proxy, without protesting prior to the conclusion of the meeting the lack of notice of such meeting, shall constitute a waiver of notice by him.

7. QUORUM OF SHAREHOLDERS,

Unless the certificate of incorporation provides otherwise, the holders of a majority of the shares entitled to vote thereat shall constitute a quorum at a meeting of shareholders for the transaction of any business, provided that when a specified item of business is required to be voted on by a class or classes, the holders of a majority of the shares of such class or classes shall constitute a quorum for the transaction of such specified item of business.

When a quorum is once present to organize a meeting, it is not broken by the subsequent withdrawal of any shareholders,

The shareholders present may adjourn the meeting despite the absence of a quorum.

8. PROXIES.

Every shareholder entitled to vote at a meeting of shareholders or to express consent or dissent without a meeting may authorize another person or persons to act for him by proxy.

Every proxy must be signed by the shareholder or his attorney-in-fact. No proxy shall be valid after expiration of eleven months from the date there-of unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the shareholder executing it, except as otherwise provided by law.

9. QUALIFICATION OF VOTERS.

Every shareholder of record shall be entitled at every meeting of shareholders to one vote for every share standing in his name on the record of shareholders, unless otherwise provided in the certificate of incorporation.

10. VOTE OF SHAREHOLDERS.

Except as otherwise required by statute or by the certificate of incorporation;

- (a) directors shall be elected by a plurality of the votes cast at a meeting of shareholders by the holders of shares entitled to vote in the election;
- (b) all other corporate action shall be authorized by a majority of the votes cast.

11. WRITTEN CONSENT OF SHAREHOLDERS.

Any action that may be taken by vote may be taken without a meeting on written consent, setting forth the action so taken, signed by the holders of all the outstanding shares entitled to vote thereon or signed by such lesser number of holders as may be provided for in the certificate of incorporation.

ARTICLE III - DIRECTORS

1. BOARD OF DIRECTORS.

Subject to any provision in the certificate of incorporation the business of the corporation shall be managed by its board of directors, each of whom shall be at least 21 years of age and small be shareholders.

2. NUMBER OF DIRECTORS.

The number of directors shall be three (3). When all of the shares are owned by less than three shareholders, the number of directors may be less than three but not less than the number of shareholders.

3. ELECTION AND TERM OF DIRECTORS.

At each annual meeting of shareholders, the shareholders shall elect directors to hold office until the next annual meeting. Each director shall hold office until the expiration of the term for which he is elected and until his successor has been elected and qualified, or until his prior resignation or removal.

4. NEWLY CREATED DIRECTORSHIPS AND VACANCIES.

Newly created directorships resulting from an increase in the number of directors and vacancies occurring in the board for any reason except the removal of directors without cause may be filled by a vote of a majority of the directors then in office, although less than a quorum exists, unless otherwise provided in the certificate of incorporation. Vacancies occurring by reason of the removal of directors without cause shall be filled by vote of the shareholders unless otherwise provided in the certificate of incorporation. A director elected to fill a vacancy caused by resignation, death or removal shall be elected to hold office for the unexpired term of his predecessor.

5. REMOVAL OF DIRECTORS.

Any or all of the directors may be removed for cause by vote of the shareholders or by action of the board. Directors may be removed without cause only by vote of the shareholders.

6. RESIGNATION.

A director may resign at any time by giving written notice to the board, the president or the secretary of the corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the board or such officer, and the acceptance of the resignation shall not be necessary to make it effective.

7. QUORUM OF DIRECTORS.

Unless otherwise provided in the certificate of incorporation, a majority of the entire board shall constitute a quorum for the transaction of business or of any specified item of business.

8. ACTION OF THE BOARD.

Unless otherwise required by law, the vote of a majority of the directors present at the time of the vote, if a quorum is present at such time, shall be the act of the board. Each director present shall have one vote regardless of the number of shares, if any, which he may hold.

9. PLACE AND TIME OF BOARD MEETINGS.

The board may hold its meetings at the office of the corporation or at such other places, either within or without the State of New York, as it may from time to time determine.

10. REGULAR ANNUAL MEETING.

A regular annual meeting of the board shall be held immediately following the annual meeting of shareholders at the place of such annual meeting of shareholders.

11. NOTICE OF MEETINGS OF THE BOARD, ADJOURNMENT.

- (a) Regular meetings of the board may be held without notice at such time and place as it shall from time to time determine. Special meetings of the board shall be held upon notice to the directors and may be called by the president upon three days notice to each director either personally or by mail or by wire; special meetings shall be called by the president or by the secretary in a like manner on written request of two directors. Notice of a meeting need not be given to any director who submits a waiver of notice whether before or after the meeting or who attends the meeting without protesting prior thereto or at its commencement, the lack of notice to him.
- (b) A majority of the directors present, whether cr not a quorum is present, may adjourn any meeting to another time and place. Notice of the adjournment shall be given all directors who were absent at the time of the adjournment and, unless such time and place are announced at the meeting, to the other directors.

12. CHAIRMAN.

At all meetings of the board the president, or in his absence, a chairman chosen by the board shall preside.

13. EXECUTIVE AND OTHER COMMITTEES.

The board, by resolution adopted by a majority of the entire board, may designate from among its members an executive committee and other committees, each consisting of three or more directors. Each such committee shall serve at the pleasure of the board.

14. COMPENSATION.

No compensation shall be paid to directors, as such, for their services, but by resolution of the board a fixed sum and expenses for actual attendance, at each regular or special meeting of the board may be author-

ized. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

ARTICLE IV - OFFICERS

1. OFFICES, ELECTION, TERM.

- (a) Unless otherwise provided for in the certificate of incorporation, the board may elect or appoint a president, one or more vice-presidents, a secretary and a treasurer, and such other officers as it may determine, who shall have such duties, powers and functions as hereinafter provided.
- (b) All officers shall be elected or appointed to hold office until the meeting of the board following the annual meeting of shareholders.
- (c) Each officer shall hold office for the term for which he is elected or appointed and until his successor has been elected or appointed and qualified.

2. REMOVAL, RESIGNATION, SALARY, ETC.

- (a) Any officer elected or appointed by the board may be removed by the board with or without cause.
- (b) In the event of the death, resignation or removal of an officer, the board in its discretion may elect or appoint a successor to fill the unexpired term.
- (c) Any two or more offices may be held by the same person, except the offices of president and secretary.
 - (d) The salaries of all officers shall be fixed by the board.
- (e) The directors may require any officer to give security for the faithful performance of his duties.

3. PRESIDENT.

The president shall be the chief executive officer of the corporation; he shall preside at all meetings of the shareholders and of the board; he shall have the management of the business of the corporation and shall see that all orders and resolutions of the board are carried into effect.

4. VICE-PRESIDENTS.

During the absence or disability of the president, the vice-president, or if there are more than one, the executive vice-president, shall have all

the powers and functions of the president. Each vice-president shall perform such other duties as the board shall prescribe.

5. SECRETARY.

The secretary shall:

- (a) attend all meetings of the board and of the shareholders;
- (b) record all votes and minutes of all proceedings in a book to be kept for that purpose;
- (c) give or cause to be given notice of all meetings of shareholders and of special meetings of the board;
- (d) keep in safe custody the seal of the corporation and affix it to any instrument when authorized by the board;
- (e) when required, prepare or cause to be prepared and available at each meeting of shareholders a certified list in alphabetical order of the names of shareholders entitled to vote thereat, indicating the number of shares of each respective class held by each;
- (f) keep all the documents and records of the corporation as required by law or otherwise in a proper and safe manner.
 - (g) perform such other duties as may be prescribed by the board.

6. ASSISTANT-SECRETARIES.

During the absence or disability of the secretary, the assistant-secretary, or if there are more than one, the one so designated by the secretary or by the board, shall have all the powers and functions of the secretary.

7. TREASURER.

The treasurer shall:

- ' (a) have the custody of the corporate funds and securities;
- (b) keep full and accurate accounts of receipts and disbursements in the corporate books;
- (c) deposit all money and other valuables in the name and to the credit of the corporation in such depositories as may be designated by the board;
- (d) disburse the funds of the corporation as may be ordered or authorized by the board and preserve proper vouchers for such disbursements;
- (e) render to the president and board at the regular meetings of the board, or whenever they require it, an account of all his transactions as

treasurer and of the financial condition of the corporation;

- (f) render a full financial report at the annual meeting of the shareholders if so requested;
- (g) be furnished by all corporate officers and agents at his request, with such reports and statements as he may require as to all financial transactions of the corporation;
- (h) perform such other duties as are given to him by these by-laws or as from time to time are assigned to him by the board or the president.

ASSISTANT-TREASURER. 8.

During the absence or disability of the treasurer, the assistant-treasurer, or if there are more than one, the one so designated by the secretary or by the board, shall have all the powers and functions of the treasurer.

SURETIES AND BONDS. 9.

In case the board shall so require, any officer or agent of the corporation shall execute to the corporation a bond in such sum and with such surety or sureties as the board may direct, conditioned upon the faithful performance of his duties to the corporation and including responsibility for negligence and for the accounting for all property, funds or securities of the corporation which may come into his hands.

ARTICLE V - CERTIFICATES FOR SHARES

CERTIFICATES. 1.

The shares of the corporation shall be represented by certificates. They shall be numbered and entered in the books of the corporation as they are issued. They shall exhibit the holder's name and the number of shares and shall be signed by the president or a vice-president and the treasurer or the secretary and shall bear the corporate seal.

LOST OR DESTROYED CERTIFICATES. 2.

The board may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the corporation, alleged to have been lost or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate to be lost or destroyed. When authorizing such issue of a new certificate or certificates, the board may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall

require and/or give the corporation a bond in such sum and with such surety or sureties as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost or destroyed.

3. TRANSFERS OF SHARES.

- (a) Upon surrender to the corporation or the transfer agent of the corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, and cancel the old certificate; every such transfer shall be entered on the transfer book of the corporation which shall be kept at its principal office. No transfer shall be made within ten days next preceding the annual meeting of shareholders.
- (b) The corporation shall be entitled to treat the holder of record of any share as the holder in fact thereof and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any other person whether or not it shall have express or other notice thereof, except as expressly provided by the laws of New York.

4. CLOSING TRANSFER BOOKS.

The board shall have the power to close the share transfer books of the corporation for a period of not more than ten days during the thirty day period immediately preceding (1) any shareholders' meeting, or (2) any date upon which shareholders shall be called upon to or have a right to take action without a meeting, or (3) any date fixed for the payment of a dividend or any other form of distribution, and only those shareholders of record at the time the transfer books are closed, shall be recognized as such for the purpose of (1) receiving notice of or voting at such meeting, or (2) allowing them to take appropriate action, or (3) entitling them to receive any dividend or other form of distribution.

ARTICLE VI - DIVIDENDS

Subject to the provisions of the certificate of incorporation and to applicable law, dividends on the outstanding shares of the corporation may be declared in such amounts and at such time or times as the board may determine. Before payment of any dividend, there may be set aside out of the net profits of the corporation available for dividends such sum or sums as the board from time to time in its absolute discretion deems proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other

purpose as the board shall think conducive to the interests of the corporation, and the board may modify or abolish any such reserve.

ARTICLE VII - CORPORATE SEAL

The seal of the corporation shall be circular in form and bear the name of the corporation, the year of its organization and the words "Corporate Seal, New York." The seal may be used by causing it to be impressed directly on the instrument or writing to be sealed, or upon adhesive substance affixed thereto. The seal on the certificates for shares or on any corporate obligation for the payment of money may be a facsimile, engraved or printed.

ARTICLE VIII - EXECUTION OF INSTRUMENTS

All corporate instruments and documents shall be signed or countersigned, executed, verified or acknowledged by such officer or officers or other person or persons as the board may from time to time designate.

ARTICLE IX - FISCAL YEAR

The fiscal year shall begin the first day of January in each year.

ARTICLE X - REFERENCES TO CERTIFICATE OF INCORPORATION

Reference to the certificate of incorporation in these by-laws shall include all amendments thereto or changes thereof unless specifically excepted.

ARTICLE XI - BY-LAW CHANGES

AMENDMENT, REPEAL, ADOPTION, ELECTION OF DIRECTORS.

- (a) Except as otherwise provided in the certificate of incorporation the by-laws may be amended, repealed or adopted by vote of the holders of the shares at the time entitled to vote in the election of any directors. By-laws may also be amended, repealed or adopted by the board but any by-law adopted by the board may be amended by the shareholders entitled to vote thereon as hereinabove provided.
- (b) If any by-law regulating an impending election of directors is adopted, amended or repealed by the board, there shall be set forth in the notice of the next meeting of shareholders for the election of directors the by-law so adopted, amended or repealed, together with a concise statement of the changes made.

By-Laws J

MINUTES OF FIRST MEETING OF BOARD OF DIRECTORS

of

GALMAY FLODE, 1.0.

The first meeting of the board was held at 211-35 23rd avenue, I saile, ...Y. on the other day of Saltember 1971 at 10 o'clock A.M.

The following were present: 2 feel avai, Arthur Liebera a, Kenneth T. Rosenth 1.

being a quorum and all of the directors of the corporation.

Kenneth T. Rosented was nominated and elected temporary chairman and acted as such until relieved by the president.

was nominated and elected temporary secretary, and acted as such until relieved by the permanent secretary.

The secretary then presented and read to the meeting a waiver of notice of meeting, subscribed by all the directors of the corporation, and it was ordered that it be appended to the minutes of this meeting.

The following were duly nominated and, a vote having been taken, were unanimously elected officers of the corporation to serve for one year and until their successors are elected and qualified:

President: Kenneth T. Rosenth 1

Vice-President: 3 feel Avni

Secretary: Art or Lieberson

Treasurer: att.r Libbr n

The president and secretary thereupon assumed their respective offices in place and stead of the temporary chairman and the temporary secretary.

Upon motion duly made, seconded and carried, it was

RESOLVED that the seal now presented at this meeting, an impression of which is directed to be made in the margin of the minute book, be and the same hereby is adopted as the seal of this corporation and further

RESOLVED that the president and treasurer be and they hereby are authorized to issue certificates for shares in the form as submitted to this meeting and appended to the minutes of this meeting and further

RESOLVED that the share and transfer book now presented at this meeting be and the same hereby is adopted as the share and transfer book of the corporation.

Upon motion duly made, seconded and carried, it was

RESOLVED that the treasurer be and hereby is authorized to open a bank account in behalf of the corporation with BANKERS TRUST COMPANY

located at 1321 Kings Highway, Brooklyn, New York and a resolution for that purpose on the printed form of said bank was adopted and was ordered appended to the minutes of this meeting.

Upon motion duly made, seconded and carried, it was

RESOLVED that the corporation proceed to carry on the business for which it was incorporated.

0

1969

DEFENDANTS' EXHIBIT J

WAIVER OF NOTICE OF FIRST MEETING OF BOARD

of GALAXY FJODS, L.C.

We, the undersigned, being all the directors of the above corporation hereby agree and consent that the first meeting of the board be held on the date and at the time and place stated below for the purpose of electing officers and the transaction thereat of all such other business as may lawfully come before said meeting and hereby waive all notice of the meeting and of any adjournment thereof.

Place of meeting 211-35 23rd Avenue, Bayside, Her York

Date of meeting September 6, 1971

Time of meeting 10 a.ii.

Director - Arrael Avni

Director - Aen.eth 1. Absenthal

Director - arthur Liebermer

Dated: queens, No. York, Se tember 5, 1971

	MANA	
	Thurse on orby	
NC.	folly paid and non assessable have only bos. INC.	Colordicate to be my said of the Conjugation of the
CALAXY FOODS, INC	This Crift only on the books of the British the bold of both or surrendered this continent of the bound of the bold of the books of the british the bold of the boundary of the bold of the boundary of the bold of the boundary of the bold of the bold of the boundary of the bold of th	In Witness Whench, the sand Commondian has amend thus Criticiate to be sugmed by the death of the Company of the South of the Company of the South of the Company of the South of the Company of the Company of the South of the Company of the Compan
LAXY FO	of CALAN FOODS, INC.	the sand forms
CALA	le configurable de	Witness Whence of the second o
	The Congress (C)	

TEN COM		Contains
COLUMN DATE		UNIF GIFT MIN ACT Custodian (Minor
TEN ENT	- as tenants by the entireties	under Uniform Gifts to Minor
JT TEN	 as joint tenants with right of survivorship and not as tenants in common 	Act (State)
	Additional abbreviations may also	be used though not in the above list.
For value	received,	hereby sell, assign and transfer unto
	PLEASE PRINT OR TYPEWRITE NAME	
		Shares
		I la haraba innunciable constitute
represented and appoint	by the within Certificate,	and do hereby irrevocably constitute
and appoint Attorney to t		he books of the within-named Corpora-
and appoint Attorney to t	ransfer the said shares on t	he books of the within-named Corpora-
and appoint Attorney to t tion with fu Dated,	ransfer the said shares on t	he books of the within-named Corpora-

CORPORATE RESOLUTION

DEPOSIT ACCOUNT

· ARTHUR LIEBERMAN	STURTHER RESOLVED, that said depositary is
I, ARTHUR LIEBERMAN Secretary of GALAXY CARDS INC.	hereby directed to accept, and/or pay and/or apply any draft, check, instrument or order for the payment of money, or
a corporation duly organized and existing under the laws	any proceeds thereof, drawn on such account or accounts when signed as required by these resolutions without limit
of	as to amount, without inquiry, and without regard to the
of resolutions adopted by the Board of Directors of this	disposition of any such item or any proceeds thereof, and said depositary shall not be liable in connection therewith
corporation at a meeting duly held, a quorum being present,	notwithstanding that such item may be payable to the order of a person whose signature appears thereon or of any
resolutions are now in full force and effect:	other others or officers, agent or agents of this corporation.
"RESOLVED, that BANKERS TRUST COMPANY, New	or such item or any proceeds thereof may be used or dis-
York, N. Y., is designated a depositary of this corporation, and	posed of for the personal credit or account of any such person or persons, officer or officers, agent or agents with
"FURTHER RESOLVED, that all drafts, checks and	the depositary or otherwise or in payment of the individual obligation of any such person or persons, officer or officers,
other instruments or orders for the payment of money	agent or agents to the depositary or otherwise."
drawn against the account or accounts of this corporation	I further certify that the following persons hold in this
with said depositary shall be signed by any	corporation the positions indicated below:
of the following: (Insert titles but not names of officers)	TITLE
NICE PRES	4- Aresthal Pres
VICE PXES	KENNETH I. NOXMINA
SELY.	RASMI Aust Vice pres
	WALUE ANNI
	Arthrit Liz Berman Secy
······································	THE WILL CAR BEIMEN
"FURTHER RESOLVED, that said depositary is au-	
thorized to place to the credit of the account, or any of the accounts, of this corporation, funds, drafts, checks or	
other property by whomever delivered to said depositary	
for deposit for account of this corporation, endorsed with	
the name of this corporation by rubber stamp, facsimile,	
mechanical, manual or other signature (and any such en-	
domernent by whomever affixed shall be the endorsement	
of this corporation), or otherwise endorsed, or unendorsed, provided that if any such item shall bear, or be accom-	
panied by, directions (by whomever made) for deposit to	
a specific account, then such deposit shall be to the credit	
of such specific account; and	
	booked my signature and affixed the scal of this
IN WITNESS WHEREOF, I have bereunto	subscribed my signature and affixed the scal of this
corporation this	ol gil
	$0.1i \cdot 1.1$
	· astimy rection
[SEAL]	*If the Secretary under the powers conferred by the above
	resolutions in authorized to sign alone, the certification of the resolutions must be continued below by another officer.
	Confirmed (orgiclas stret)
P 499 - ABC + 61	
AR 167	N. S. L. Mark & The Control of the C

DEFENDANTS' EXHIBIT J

RESOLUTION DESIGNATING DEPOSITORY OF FUNDS

DEFENDANTS' EXHIBIT J

MINUTES OF FIRST MEETING OF SHAREHOLDERS

of GALAXY FCODS, I.C.

The first meeting of the shareholders was held at

on the 6th day of September 1971 at 10 o'clock A.M.

The meeting was duly called to order by the president who stated the object of the meeting.

The secretary then read the roll of the shareholders as they appear in the share record book of the corporation and reported that a quorum of the shareholders was present.

The secretary then read a waiver of notice of meeting signed by all the shareholders and on motion duly made, seconded and carried it was ordered that the said waiver be appended to the minutes of this meeting.

The president then asked the secretary to read the minutes of the organization meeting and the minutes of the first meeting of the board.

On motion duly made, seconded and unanimously carried the following resolution was adopted:

WHEREAS, the minutes of the organization meeting and the minutes of the first meeting of the board have been read to this meeting, and

WHEREAS, at the organization meeting by-laws were adopted, it is

RESOLVED that this meeting hereby approves, ratifies and adopts the said by-laws as the by-laws of the corporation, and it is

FURTHER RESOLVED that all of the acts taken and the decisions made at the organization meeting and at the first meeting of the board hereby are approved and ratified, and it is

FURTHER RESOLVED, that the signing of these minutes shall constitute full ratification thereof and waiver of notice of the meeting by the signatories.

ring no further business the meeting was adjourned.

day of September 1971 .

Secretary - art of Licercan

indurma interma

· ' wing is appended hereto:

Harver of notice of meeting.



WAIVER OF NOTICE OF FIRST MEETING OF SHAREHOLDERS

of

GALAXY FOODU, I.C.

We, the undersigned being all of the shareholders of the above corporation hereby agree and consent that the first meeting of the shareholders be held on the date and at the time and place stated below for the purpose of electing officers and the transaction thereat of all such other business as may lawfully come before said meeting and hereby waive all notice of the meeting and of any adjournment thereof.

Place of meeting 211-35 23rd Avenue, Bayside, Her York

Date of meeting September 6, 1971

Time of meeting 10 A.M.

Kenneth I. Assential - Shink in the K

Dated:

CORPORATE RESOLUTION

I, ARTHUR LIEBERMAN, Secretary of GALAXY FOODS, INC., duly certify that the following resolutions were adopted this day, the 3rd day of January, 1972, by the shareholders of GALAXY FOODS, INC., at the annual shareholders' meeting. KENNETH T. ROSENTHAL, Chairman, presiding, and that such resolutions are now in full force and effect.

RESOLVED, that the offices located at 1864 Flatbush Avenue, Brooklyn, Kings, New York be deemed "Corporate Offices" until such time that the growth of the Corporation shows it to be too small, and that funds have been made available to furnish equipment and maintain these offices at GALAXY FOODS, INC.'S high standards.

RESOLVED, that the below named Board of Directors of this Corporation be awarded Distributorships in the Corporation and the forms needed for a Distributorship be properly completed with the price of a Distributorship omitted and the word "special" be inserted.

RESOLVED, that the below named Directors share in the gross profits of the Corporation at the rate of three (3%) percent each, of the total volume of the Corporation from the sales of franchises and sub-franchises. This profit-sharing shall be paid by check on the first and the fifteenth of each month.

Managers position in GALAXY be increased from ONE THOUSAND (\$1,000.00) DOLLARS to TWO THOUSAND (\$2,000.00) DOLLARS, and that SEVEN HUNDRED FIFTY (\$750.00) DOLLARS in finders fees be paid to the sponsor; FIVE HUNDRED (\$500.00) DOLLARS to be paid to the sponsoring Field Manager, if applicable, and the balance to the sponsoring Distributor.

RESOLVED, that on March 1, 1972, the cost of a Distributor position in GALAXY be increased from THREE THOUSAND (\$3,000.00) DOLLARS to FIVE THOUSAND (\$5,000.00) DOLLARS, and that TWO THOUSAND (\$2,000.00) DOLLARS in finders fees be paid to the sponsor; FIVE HUNDRED (\$500.00) DOLLARS to the sponsoring Field Manager, if applicable, and the balance to the sponsoring Distributor.

DATED: January 3, 1972

KENNETH T. ROSENTHAL

PRESIDENT

RALPH AVNI VICE-PRESIDENT

ARTHUR LIEBERMAN SECRETARY-TREASURER

CORPORATE RESOLUTION

I, ARTHUR LIEBERMAN, Secretary of GALAXY FOODS, INC.,
duly certify that the following resolutions were adopted this
5th day of April 1972, by the Board of Directors of GALAXY FOODS,
INC., at an extraordinary Directors' meeting. KENNETH T. ROSENTHAL,
Chairman, presiding, and that such resolutions are now in full
force and effect.

Avenue, Brooklyn, New York, be leased from Farglen Building
Corporation, 871 East 42nd Street, Brooklyn, New York 11210, for
the purposes of establishing a retail operation.

RESOLVED, that said warehouse be leased in accordance with a lease, signed and sealed by all parties concerned on this date, and that offices, storage facilities and order processing facilities be established and maintained by this corporation, in accordance with said lease.

RESOLVED, that all necessary steps to acquire and maintain a fleet of delivery trucks be taken by the below signed

Directors as it becomes feasible and, further;

RESOLVED, that all necessary steps to acquire and maintain a computor for the purpose of all record keeping, be taken by the below signed Directors as it becomes feasible and, further;

RESOLVED, that all necessary steps to acquire refrigeration and freezing compartments, shelving and all other storage equipment be taken, as it becomes feasible and, further;

RESOLVED, that all necessary steps to acquire an inventory of food and non-food items, at wholesale prices, for the purpose of retailing said products be taken by the below signed Directors as it becomes feasible.

DATED: APRIL 5, 1972

KLEGETH T. ROSENTHAL

PRESIDENT

RALPH AVNI

VICE-PRESIDENT

ARTHUR LIEBERMAN SECRETARY-TREASURER DEFENDANTS' EXHIBIT J

MINUTES OF A SPECIAL MEETING
OF THE
SHAREHOLDERS OF
GALAXY EOODS, INC.

A Special Meeting of the Shareholders of Galaxy Foods, Inc. was held at the offices of the Corporation at 1864 Flatbuch Avenue, Brooklyn, New York on the 9th day of June, 1972 at 2:00 p.m., pursuant to Waiver of Notice.

Present were Arthur Lieberman and Ralph Avni, each owning 33 shares out of a total of 100 shares of Common Stock of the Corporation presently issued and outstanding. Present also by invitation was Mr. Charles Horowitz.

Mr. Lieberman presided as Chairman and Mr. Horowitz served as Secretary.

Mr. Lieberman announced that due to the absence of the President of the Corporation, as Secretary of the Corporation he had called this Special Meeting at the request of Shareholders owning a majority in amount of the shares issued and outstanding. This written request was presented to the Secretary of the meeting to be filed with the minutes of this meeting.

The Chairman announced that the President of the Corporation, Kenneth Rosenthal, who owns 34 shares of the outstanding stock, had taken an abrupt leave of absence for health reasons the prior day. Accordingly, the purpose of this meeting was to re-align the corporate structure.

The first order of business was the removal of Mr. Rosenthal as a Director and President of this Corporation. Upon motion duly made and seconded, it was unanimously,

RESOLVED, that Kenneth Rosenthal is hereby removed, for cause, as a Director and President of this Corporation effective immediately.

The Chairman informed the meeting that By-Laws currently require that the Directors must be Shareholders. After discussion and upon motion duly made and seconded it was unanimously,

RESCLVED, that Article III, Section 1 of the By-Laws of the Corporation is hereby amended by deleting the last line

DEFENDANTS' EXHIBIT J

thereof and substituting therefor "shall be at least 21 years of age and need not be Shareholders".

The Chairman stated that it is also advisable at the present time to increase the number of Directors authorized by the By-Laws. After discussion and upon motion duly made and seconded, it was unanimously,

RESOLVED, that Article III, Section 2 of the By-Laws be amended by deleting the first line thereof and substituting therefor the following:

"The number of Directors shall be not less than three (3) nor more than nine (9)" and it was

FURTHER RESOLVED, that the Board of Directors shall presently consist of three (3) members.

The Chairman then stated that the election of a new Director was in order and the name of Charles Horowitz was proposed. Upon motion duly made and seconded it was unanimously

RESOLVED, that Charles Horowitz is elected a Director of this Corporation to serve until the next Annual Meeting of the Shareholders.

There being no further business to come before the meeting it was, on motion, duly adjourned.

Respectfully submitted,

CHARLES HOROWITZ

Secretary

DEFENDANTS' EXHIBIT J

WAIVER OF NOTICE
OF SPECIAL MEETING
OF THE
SHAREHOLDERS OF
GALAXY FOODS, INC.

We, the undersigned, being all of the Shareholders of Galaxy Foods, Inc. hereby waive all notice of a Special Meeting of the Shareholders of the said Corporation and do hereby agree and consent that the 9th day of June, 1972, at 2:00 p.m. be and the same is hereby fixed on the date and time and the offices of the Corporation at 1864 Flatbush Avenue, Brooklyn, New York as the place for holding the same and that all such business ray be transacted there as may lawfully come before the said recting.

June 9, 1972

File Com

DEFENDANTS' EXHIBIT J

GALAXY FOODS, INC.

June 9, 1972

Mr Arthur Lieberman, Secretary Galaxy Foods, Inc.

Dear Mr. Lieberman:

As holders of a majority in amount of the shares issued and outstanding of this Corporation, the undersigned hereby request that a Special Meeting of the Shareholders be held fort with.

Very truly yours,

ARTHUR LIEBERMAN 33 Shares

RALPH AVNI 33 Shares

EXECUTIVE OFFICES: 1864 FLATBUSH AVENUE - BROOKLYN, NEW YORK 11210

(212) 951-7260



DEFENDANTS' EXHIBIT J
MINUTES OF SPECIAL MEETING
OF THE
BOARD OF DIRECTORS
OF
GALAXY FOODS, INC.

A Special Meeting of the Board of Directors was held at the offices of the Corporation, 1864 Flatbush Avenue, Brooklyn, New York 11210, on the 9th day of June, 1972 at 3:00 p.m. pursuant to Waiver of Notice.

Present were Arthur Lieberman and Ralph Avni, being more than a quorum of the directors of the Corporation. Present also by invitation was Mr. Charles Horowitz.

Mr. Lieberman served as Chairman and Mr. Horowitz acted as Secretary of the neeting.

The Chairman informed the meeting that Mr. Kenneth Rosenthal, President of the Corporation, had taken an abrupt leave of absence for health reasons and, accordingly, certain changes in corporate structure were necessary. At a Special Meeting of the Shareholders, held just prior to this meeting, certain actions were taken to effect these changes. The Shareholders had:

- 1. Removed Kenneth Rosenthal as a Director and President of the Corporation and terminated all his salary and benefits effective immediately;
- 2. Amended Article III, Section 1 of the By-Laws to require that directors "need not be share-holders";
- Elected Charles Horowitz as a new Director of the Corporation;
- 4. Amended Article III, Section 2 of the By-Laws so that the number of directors shall be not less than three (3) nor more than nine (9).

The meeting then proceeded to re-align the corporate officers of the Corporation. Upon motion duly made and seconded the following new officers were unanimously elected, to serve until the next Annual Meeting of the Directors:

Ralph Avni, President Arthur Lieberran, Vice-President and Chairman Charles Horowitz, Secretary and Treasurer

DEFENDANTS' EXHIBIT J

Inasmuch as Mr. Rosenthal was a signatory of the bank account, counsel has advised that a new bank resolution should be submitted. Therefore, upon notion duly made and seconded, it was unaninously,

RESOLVED, that new signatories for the Corporation's bank account be, and they hereby are, designated, to wit, Ralph Avni and Arthur Lieberran, and the signatures of both of them shall be required on all checks; and it was

FURTHER RESOLVED, that the Secretary be, and he hereby is, authorized and directed to complete the componate resolution forms for the Componation's account maintained at the Bankers Trust Company office at 1/23 Finds Highway, Brooklyn, New York.

The next iter of the frees was a consideration of the termination of benefits of Mr. Rosenthal. Pursuant to the direction of the Shareholders, his salary and all other benefits have been terminated as of this date, with the exception of the fact that a terminate policy, \$50,000 face value, on his life shall be continued, with premiums to be paid by the Computation.

There being no farther business to come before the meeting it was, on notion, duly all urned.

lessectfully submitted,

CA : HOROWITZ

1 11 117

CORPORATE RESOLUTION

DEPOSIT ACCOUNT

Secretary of GALARY FOODS, INC. a corporation duly organized and existing under the laws of NEW YORK described herein as "this corporation," hereby certify that the following is a true copy of resolutions adopted by the Board of Directors of this corporation at a meeting duly held, a quorum being present, on TURE 12 19.72 and that such resolutions are now in full force and effect: "RESOLVED, that BANKERS TRUST COMPANY, New York, N. Y., is designated a depositary of this corporation; and "FURTHER RESOLVED, that all drafts, checks and other instruments or ordicis for the payment of money drawn against the account or accounts of this corporation with said depositary shall be signed by any DEO Blasty numbers.	hereby directed to accept, and check, instrument or order any proceeds thereof, draw when signed as required by as to amount, without inquidisposition of any such itensial depositary shall not be notwithstanding that such it of a person whose signation other officer or officers, age or such item or any proceed posed of for the personal person or persons, officer of the depositary or otherwise obligation of any such personal agent or agents to the depositary to the depositary or otherwise obligation of any such personal person or gents to the depositary to the depositary or otherwise obligation of any such personal person or agents to the depositary to the depositary or otherwise obligation of any such personal person or agents to the depositary to the deposition of the personal person	following persons hold in this
RAPASE AUNI , PRESIDENT ARTHUR LIEBERGAN , VICE PRESIDENT , and "FURTHER RESOLVED, that said depositary is authorized to place to the credit of the account, or any of the accounts, of this corporation, funds, drafts, checks or other property by whomever delivered to said depositary for deposit for account of this corporation, endorsed with the name of this corporation by rubber stamp, facsimile, mechanical, manual or other signature (and any such endorsement by whomever affixed shall be the endorsement of this corporation), or otherwise endorsed, or unendorsed, provided that if any such item shall bear, or be accompanied by, directions (by whomever made) for deposit to a specific account, then such deposit shall be to the credit of such specific account; and	CHARLES HOROWITZ RAPAEL AVNI ARTHUR LIEBERTAN	SECRETARY-THEASURER CORPORATE PRESIDENT CORPORATE VICE PRESIDENT
IN WITNESS WHEREOF, I have hereunto su corporation this	of JUNE	and affixed the scal of this 72

[SEAL]

off the Secretary under the powers conferred by the above resolutions as authorized to sign about, the certification of the resolutions most be confirmed below by another others.

(untimed

DEFENDANTS' EXHIBIT J

WAIVER OF LOTICE
OF SFECIAL MEETING
OF THE
BOARD OF DIRECTORS
OF
GALAXY FOODS, INC.

We, the undersigned, being all of the Directors of Galaxy Foods, Inc. hereby waive all notice of a Special Meeting of the Board of Directors of the said Corporation and do hereby agree and consent that the 9th day of June, 1972, at 3.00 p.m. be and the same is hereby fixed on the date and time and the offices of the Corporation at 1864 Flatbush Avenue, Brooklyn, New York as the place for holding the same and that all such business may be transacted there as may lawfully come before the said meeting.

June 9, 1972

. Istal dei

Rether Lukerme

Marker forwith

d/31-20 -195 U

11:111-14-72

Cornorate Resolutions

O	
1, as Secretary of GALANY FOODS	S. INCORPORATED
I, as Secretary of	to same of NEW YORK (the "Corporation"), hereby certify to
a corporation duly organized and existing under the laws of NATIONAL BANK OF NORTH AMERICA that a meeting	the State of g of the Board of Directors of the Corporation was duly called and held at its office g of the Board of Directors of the YORK on the 24 day of day of the State o
in the City (Village) of	and that the following resolutions of
	ing a quorum was present and voting throughout, and that the following resolutions of and are now in full force and effect with respect to the account of the Corporation
bearing the following title: GALANT FOODS	TNC. DISTA FOOD-FONE
	the state of the s

SPOSITS AN

"RESOLVED, the National Bank of North America (the: "Bank") be and it hereby is, designated as this Corporation, and that the officers and agents of this Corporation be, and they hereby are, and each of them hereby is, susthorized to deposit any of the funds of this Corporation in the Bank, either at its head office or at any of its branches, and to waive presentinger, demand, protest, and notice of protest or dishohor of any check, note, bill, draft, or other ineast deposited with the Bank by the Corporation; and

"BESOLVED, that any funds of this Corporation deposited in the Bank be subject to withdrawal or charge at any time and from time to time as permitted by the rules and regulations of the Bank upon checks, notes, drafts, bills of exchange, acceptances, undertakings, or other instruments of orders for the payment of money when made, signed, drawn, accepted

or endorsed on behalf of this Corporation, by

RAFAEL AUNI PRES — ARTHUR LIEBERNAN VP. HUBBUT Figning

(Indicase by Title of edicars and the addison only of other persons authorized to stan, as for example, President, Vice President, Treasurer and John Doe, etc.)

ANY TWO how checks, eec., are so be signed, viz.: singly, jointly, any two, eec.)

"RESOLVED, that the Bank is hereby authorized to pay any such instrument or make any such charge and also to receive the same from the payze or say other holder without limitation of amount and without inquiry as to the circus issue, negotiation or endorsement or the disposition of the proceeds even if drawn to the individual order of any signing erson, or payable to the Bask or others for his account, or tendered in payment of his individual obligation, and whether drawn against an account in the name of this Corporation or in the name of any officer or agent of this Corporation as such, and, at the option of the Bank, even if the account shall not be in credit to the full amount of such instrument or charge, and this Corporation shall remain liable for the full amount of such instrument or charge, and to waive presentment, demand, protest, and notice of protest or dishonor of any check, note, bill, draft or other instrument made, drawn or endorsed by this Corporation; and RAFAEL AUNI, PRES - ARTHUR LIEBERMAN VP.

LOANS, CREWITS AMD SECURITY

CHARLES HOLOWITZ SEC.-TRES. only of other persons authorized to effect Loans, Advances, etc., as for example, President, Vice President, Tressurer and John Doe, etc.)

(Indiance how Notes, etc., are to be signed, via.: singly, jointly, any two, etc.)

are hereby authorised on behalf of this Corporation:

- 2. To become money and to obtain credit for this Corporation from the Bank on any terms and to make and deliver notes, drafts, acceptances, instruments of guaranty, agreements and any other obligations of this Corporation therefor in form satisfactory to the Bank.
- 2. To grant a security interest in and to pledge or assign and deliver, as security for money borrowed or credit obeniaco, stocks, bonds, instruments, bills receivable, accounts, mortgages, merchandise, bills-of-lading, warehouse receipts, insurance policies, certificates, and any other documents and property held by or belonging to this Corporation with full authority to endoses, assign or guarantee the same in the name of this Corporation.
- 3. To discount any bills receivable or any paper held by this Corporation with full authority to endorse the same is the name of this Corporation.
- 4. To withdraw from the Bank and give receipt for, or to authorize the Bank to deliver to bearer or to one or more designated persons, all or any documents and securities or other property held by it, whether held as collateral security or for anisheeping or for any other purpose.
- 5. To enter into agreements with the Bank on any terms for the use of the Bank's night depository facilities and sale deposit bases.
- 6. To deliver stocks, bonds and other securities and property to the Bank for custody upon such terms as the as a prescribe, to authorize and request the Bank to collect the income and dividends therefrom for the account of Corporation, and to authorize and request the Bank to purchase or sell for the account of this Corporation stocks. de and other securities and property.
- 7. To execute and deliver all instruments required by the Bank in connection with any of the foregoing matters and affix therees the seal of this Corporation; as:

(OVER)



"RESOLVED, that the Bank is hereby authorized to file one or more Uniform Commercial Code Financing Statements in connection with any debt, liability or obligation of this Corporation to the Bank; and

"RESOLVED, that the Secretary or any other officer of this Corporation be, and hereby is, authorized and directed to certify to the Bank the names of the present officers of this Corporation and other persons authorized to sign for it and the offices respectively held by them, sogether with specimens of their signatures, and in case of any change of any holder of any such office or holders of any such offices, the fact of such change and the names of any new officers and the offices respectively held by them, together with specimens of their signatures; and the Benk be, and hereby is, authorized to hohor any instrument signed by any new officer or officers in respect of whom it has received any such certificate or certificates with the same force and effect as if said officer or officers were named in the foregoing resolutions in the place of any person or pessons with the same title or titles, and the Bank be, and hereby is, authorized to assume conclusively that persons at any time certified to it to be officers or other representatives of the Corporation shall continue as such until receipt by the Bank of written notice to the contrary, except that such notice shall not be effective with respect to any exercise of authority of any of said officers or other persons authorized to sign prior to the receipt thereof nor with respect to any checks er other instruments for the payment of money or the withdrawal of funds dated on or prior to the date of such notice but presented to the Bank after receipt of such notice, and the Bank is hereby authorized at all times to rely upon the last notice, certificate or communication received by it, when authenticated, as to any resolution of this Corporation or as to the persons who from time to time may be officers or signatories of this Corporation, or as to their respective specimen signatures or as to any other corporate matters, and the Bank shall be held harmless in such reliance, even though such resolution may have been changed; and

"RESOLVED, that the Bank be promptly notified in writing by the Secretary or any officer of this Corporation of any change in these resolutions, such notice to be given to each Office of the Bank in which any account of this Corporation may be maintained, and that until it has actually received such notice in writing it is authorized to act in pursuance of these resolutions, and that until it has actually so received such notice it shall be indemnified and saved harmless from these resolutions and that until it has actually so received such notice it shall be indemnified and saved harmless from any loss suffered or liability incurred by it in continuing to act in pursuance of these resolutions, even though these resolutions may have been changed."

I PURTHER CERTIFY that there is no provision in the Charter or By-Laws of the Corporation limiting the power of the Board of Directors to pass the foregoing resolutions, and that the same are in conformiry with the provisions of said Charter and By-Laws.

I FURTHER CERTIFY that the following persons have been duly elected to and now hold the offices in this Corporation in the capacities set opposite their respective names, and that the signatures set opposite such names are their respective signatures:

RAFAEL AUNI	Trrus President -	All Che	
ARTHUR LIEBERMAN	Vice President	ashin Litera	···
	Vice President		4549444444
CHARLES HOROWIT		the last on with	
IN WITNESS WHERBOF, I have bereunto set			
day of Novamber 1972		heleffer Sit	
(Corporate Scal)		Secretary	
			Other Officer
			Tide

**NOTE: In case the Secretary or other recording officer is authorized to sign checks, notes, etc., by the above resolutions this circlificate must also be signed by a second officer of the corporation.

LGL-5(11 89)

GENERAL RESOLUTION
BA-BING CITY OF
a corporation duly regarded and saisting under the laws of the laws of the said corporation in accordance with the lay-
BLOOKLYN IV hereby CERTIFY that the following
is a true copy of a certain resolution duly adopted by the Board of Directors of the said corporation in accordance with the lay- is a true copy of a certain resolution duly adopted by the Board of Directors of the said corporation in accordance with the lay- is a true copy of a certain resolution duly adopted by the Board of Directors of the said corporation in accordance with the lay- is a true copy of a certain resolution duly adopted by the Board of Directors of the said corporation in accordance with the lay- is a true copy of a certain resolution duly adopted by the Board of Directors of the said corporation in accordance with the lay- is a true copy of a certain resolution duly adopted by the Board of Directors of the said corporation in accordance with the lay- is a true copy of a certain resolution duly adopted by the Board of Directors of the said corporation in accordance with the lay- is a true copy of a certain resolution duly adopted by the Board of Directors of the said corporation in accordance with the lay- is a true copy of a certain resolution duly adopted by the Board of Directors of the said corporation in accordance with the lay- is a true copy of a certain resolution duly adopted by the Board of Directors of the said Corporation in accordance with the lay- is a true copy of a certain resolution duly adopted by the Board of Directors of the said Corporation in accordance with the lay- is a true copy of a certain resolution duly adopted by the Board of Directors of the said Corporation in accordance with the lay- is a true copy of a certain resolution duly adopted by the Board of Directors of the said Corporation in accordance with the lay- is a true copy of a certain resolution duly adopted by the Board of Directors of the said Corporation in accordance with the lay- is a true copy of a certain resolution duly adopted by the Board of Directors of the said Corporation in accordance with the lay- is a true copy of a certain resolution duly adopted by the Board of Directors of the said Corpor
is a true copy of a certain resolution duly adopted by the paid Board duly held on
Laws at, and recorded in the minutes or, a meeting of the and not subsequently rescinded or modified:
R F S O L V E D
1. That FIRST NATIONAL CITY BANK, New York (see footnote)
(hereinsfeer called the "Bank") be and hereby is designated a depositor; of the funds of this Corporation, and
DENT ITMI VICE INTERPRETATION OF THE CONTROL OF THE
All Controls as atherwise.
If two or more are designated, indicated wheeleft ther are to again any two. If two or more are designated, indicated wheeleft there are to again any two distributions and other orders in/are hereby authorized to sign, for and on behalf of this Corporation, any and all checks, drafts and other orders in the draft of the control of th
is/are hereby authorized to sign, for and on behalf of this Corporation with the Blank and/or against any accountry with respect to any funds at any time(s) with the Blank, inclusive of any such checks, drafts and other orders in of this Corporation maintained at any time(s) with the Blank, inclusive of any such checks, drafts and other orders in of this Corporation and hereby is authorized favor of any of the above-designated officer(s) and or other person(s), and that the Blank he and hereby is authorized favor of any of the above-designated officer(s) and or other person(s), and that the Blank he and hereby is authorized (a) to pay the same to the debit of any account(s) of this Corporation, and increase with the corporation, and in the posit to the credit of this Corporation, and or collection, it being understood that each such item shall be deemed to may be submitted to it for such deposit and or collection, it being understood that each such item shall be deemed to have been unqualifiedly endorsed by this Corporation, and (c) to receive, as the act of this Corporation, any and all have been unqualifiedly endorsed by this Corporation, with respect to any such checks, drafts and other
orders as aforesaid and reconcilement(s) of account when signed of a
stop-payment instruction (interaction) interaction (interaction) of account when signed by any one or more of the observation of account when signed by any one or more of the observation of the observation of account when signed by any one or more of the observation of the obser
2. That Modicer(s), designate office(s) only, for example, President, Treasurer, etc. if persons) other incident of the Modicer(s), designate office(s) only, for example, President, Treasurer, etc. if persons) otherwise. If two or more are designately, indicate whether they are to the single, any two, jointly or otherwise.
is/are hereby authorized, for and on behalf of this Curporation, to (rathact any situation) transacting the same to the Bank which at any time(s) may be deemed by the said officer(s) and or other person(s) transacting the same to be advisable, including, without limiting the generality of the foregoing, authority (o. (a) discount and/or negotiate be advisable, including, without limiting the generality of the foregoing, authority (o. (a) discount and/or negotiate home, without security; (d) assign, transfer, pledge or otherwise hypothecate any property of the Corporation; (e) purchase, without security; (d) assign, transactionsfer, pledge or otherwise hypothecate any property of the Corporation; (e) purchase, without security; (d) assign and other securities, (t) execute and deliver automated exclusions and other services and other agreements relative to performance of various computer services; and (g) in reference customer services and other agreements relative to performance of various computer services; and (g) in reference to any of the business or transactions hereinbefore in this subdivision "2" referred to, make, enter into, execute and to any of the business or transactions hereinbefore in this subdivision "2" referred to, make, enter into, execute and deliver to the Bank such negotiable or som-negotiable instruments, indemnity and other agreements, obligations, deliver to the Bank such negotiable or som-negotiable instruments, indemnity and other agreements, hypothecations, pledges, receipts and or other documents as may be deemed by the officered and approved, and that the Bank land any interested third party)
may rely upon the middled by a subsequent resolution of this Board, and until a certified to by a subsequent resolution of this Board, and until a certified to by a subsequent resolution of this Board, and until a certified to by a subsequent resolution of this Board, and until a certified to by a subsequent resolution of this Board, and until a certified to be a subsequent resolution of this Board, and until a certified to be a subsequent resolution of this Board, and until a certified to be a subsequent resolution of this Board, and until a certified to be a subsequent resolution of this Board, and until a certified to be a subsequent resolution of this Board, and until a certified to be a subsequent resolution of this Board, and until a certified to be a subsequent resolution of this Board, and until a certified to be a subsequent resolution of this Board, and until a certified to be a subsequent resolution of this Board, and the certified to be a subsequent resolution of this Board, and the certified to be a subsequent resolution of this Board, and the certified to be a subsequent resolution of the certified to be a certified t
I FURTHER CERTIFY that the following now occupied as such officer(s):
TITLES OF OFFICES HELD:
RAFATEL AUNI ARTHUR LIEBERMAN VILE- PRETIDENT & SERETARY
*Clerifie
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the said Corporation this 5774 day of OCTOBER. Withit Licherate
the authority conferred be restricted to one or more particular places.
NOTE: Should the Buard of Directors desire that the author the short business of the Bank, please specify in the space provided therefor.

CERTIFICATES

CERTIFICATE No	ISSUED Y	10		THISDAY OF		19
	ICC AUNI					
DATED	SEP	6	197			•
ensfer From Original Issue				Transfer Details For Surrendered Certificates	NUMBER OF SHARES	NUMBER OF HE
FROM WHOM TE	ANSFERRED:			NEW CERTIFICATES ISSUED TO:	TRANSFERRED	CERTIFICATES
TROM WITOM I						
			19			

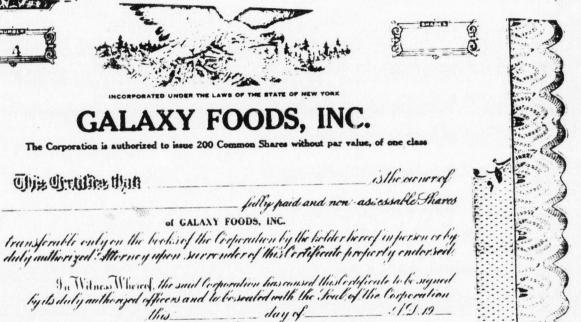
PASTE CANCELLED CERTIFICATE IN THIS SPACE

1994

	PASTE	CANCELLED CERT	THICATE IN THIS SPACE		
	PASTE REVENU	JE STAMPS FOR C	ORIGINAL ISSUE IN THIS SPACE	ELLATION OF STAMPS, mark stamps with indices, day, me field indices to produce the stamps shall ask for to believe as to ition of its describence as to	seth and year; make all time of allining, process thedy di- phonous.
CERTIFICATE No. 2	FOR 33	SHARES	RECEIVED CERTIFICATE No	FOR	_SHARES
ARTHUR L			THISDAY OF		19
				W.	
DATEDSEP	86 71	19			
ster From Original Issue		,	Transfer Details For Surrendered Certificates		
FROM WHOM TRANSFERRED:			NEW CERTIFICATES ISSUED TO:	NUMBER OF SHARES TRANSFERRED	NUMBER OF NEW CERTIFICATES
ORIGINAL CERTIFICATE NUMBER	NUMBER OF ORIGINAL SHARES	NUMBER OF SMARES			
	ORIGINAL SPACE				
		-			+

PASTE	CANCELLED	CERTIFICATE	IN	THIS	SPACE	

PASTE REVENUE STAMPS FOR C	DRIGINAL ISSUE IN THIS SPACE	CANCELLATION OF STAMPS: in int, mort stamps with incheh, day, mo is parallel incident langularies they stamp barrow, shall not be defented as to termination of its defention and game	oth and year; make of time of officing, propped resily de- mandies.
CERTIFICATE No. 3 FOR 34 SHARES ISSUED TO KENNETH T ROSENTHAL	THISDAY OF		SHARES
DATEDSEP 6 7/ 19	Transfer Details For Surrendered Certificates		
FROM WHOM TRANSFERRED:	NEW CERTIFICATES ISSUED T	O: NUMBER OF SHARES TRANSFERRED	NUMBER OF NEW CERTIFICATES
DATED		•	
ORIGINAL CERTIFICATE NUMBER OF ORIGINAL SHARES TRANSFERRED			



DEFENDANTS' EXHIBIT J

STOCK TRANSFER LEDGER

NAME OF STOCKHOLDER	PLACE OF RESIDENCE	BECAME	NINE TRANSFIRM O	H	* (* 1) () () ()				*** ***	Seen	***********
A Rataul Arni	23 Tehama Street Brooklys, siew York	416171	original issue	2		1	33	3100			
				1							* E E
8									ahear	9 (8) Th	
									-		
C											
					ı	i					
				1		-					
D				1.000							
-							•				
Ε .											

STOCK TRANSILE LEDGER

MANE OF STOCKHOLDER	PLACE OF PESIDENCE BECAME 8735 /6 Page	DATE	FROM WHOM SHARE S. WERE TRANSFERRED. IF ORGANI MISE, INTER AS SIGN	CERT	CERTIFICATES CERTIFICATES		AMOUNT	BAL -	DATE	TO WHOM	
		BECAME		WO'5.	HO. JF JHARES	NO:	NO. OF SHARLS	7-41 RE 04	SHARE 9	DATE OF TRANSFER	TO WHOM TRANSFERRED
L Arthur Lieberman	Brooklyn, Octo York	9/6/71	original issue			2	33	33.00	200 Marie 110		
											nga ar an
M							•				
					1			,			
	The control of the state of the			1	•						
				1							
N	 	1		+				1	-		
		İ		ì							
	The second secon										
								1			
0											
				1					1		
and the second s											
		<u> </u>	!	1		. I we want		<u> </u>	!		
20											
		1	i de la companya de l						1		
		İ						1	1		
									1		

BEST COPY AVAILABLE

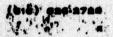
1999

STOCK TRANS ER LEDGER

NAME OF STOCKHOLDER	PLACE OF MESIDENCE	DATE PET AME	FROM WHUM SHARES WERE TRAINELDED OF ORGANIZATION A THEM	SUMMENDE HES	CENTIFICAT 10 010	AMOUNT PA	BAL- ANCF 	OATE OF TRANSFER	TRAMST (PRED
R Kenneth T. Rosenthal	Brooklyn, Deno Forty	9/6/4	original issue		3 3 4	34.00			No contract of the second
5			- 100 Care 1						
The second secon		1				1	1 1		
	*			1 1 2					en la deservación de la company de la compan
T .		1					1		112 270 - Howel (2
				1		1			
1									- Programme
		i	•	!		İ.	!!!		
· .			170,030 000,000 000						
									2
×		1	1	1		i	1		
		1					1		1
	T.								
· Z		1.0	t in the second second	X	*****	1			
							i		!

2000

DEFENDANTS' EXHIBIT P.



RONALD ELLMAN GERTIFIED PUBLIC ACCOUNTANT

NO. BELLMORE, L. I., N. Y. 11710

June-25, 1973

To The Board of Directors Galaxy Foods, Inc. Brooklyn, New York 11210

I have examined the balance sheet of Galaxy Foods, Inc. as of May 31, 1973 and the related statement of income and retained earnings for the nine months then ended. My examination was made in accordance with generally accepted auditing at indards, and accordingly included such tests of the accounting records and such other auditing procedures as I considered necessary in the circumstances.

In my opinion subject to certain contingencies (note 4), and the availability of financial support, the above mentioned financial statements present fairly the financial position of Galaxy Foods, Inc. at May 31, 1973, and the results of its operations for the nine months then ended in conformity with generally accepted accounting principles applied on a consistent basis.

Poneld Ell a, C. .

Conelling.

North Bellmore, New York

DEST COPY AVAILABLE

DEFENDANTS' EXHIBIT P

GALAXY FOODS, INC.

BALANCE SHEET MAY 31, 1973

ASSETS

CURRENT	ASSA	
2 4 Mar =	CA:	\$ 14,576
	ACCOUNTS RELEIVABLE - DISTRIBUTORS	19,200
	PREPAID EXPENSES INVESTIGEY - AT COST	7,020 54,910
	: INV. 110E7 - AT COST	
	CHAL CURRENT ASSETS	\$ 95,706
FIXL Y A	SSETS - MOTER	385,540
OTHE A	SSI.TS	
	SECURITY DEPOSITS	25,579
	DEFERRED START UP EXPENSES, RESEARCH	62,775 88,354
	AND DEVELOPMENT - NOTE 2	
		\$569,600
	LIABILITIES AND STOCKHOLDERS' EQUITY	
· · · · · · · · · · · · · · · · · · ·	I.IAS .BTIES	
JAKEN		
	ADVAMEN - DISTRIBUTORS AND OFFICERS	\$ 45, 5 97 75,438
	ACCOUNT PAYABLE PAYROU FAXES PAYABLE	19,222
	INCOL LIKES PAYABLE	6,000
	CALL 17.: PAYABLE	3,069
	MOTE TABLE - EQUIPMENT - CURRENT PORTION	<u>37,224</u>
	TOTAL CURRENT LIABILITIES	\$186,550
OTHER:	.1/001111115	
	LA PERE D INCOME TAXES PAYABLE - NOTE 3	119,500
	MOTES PAYABLE - EQUIPMENT	75,249 194,749
STOCKH	OLDERS' LQUITY	
	COMMON STOCK - 100 SHARES NO PAR VALUE	12,600
	RETAINED EARNINGS (NOTE 4)	<u>175.701</u> 188.301
		\$569,600

SEE ACCOMPANYING LETTER & NOTES TO FINANCIAL STATEMENTS

GALAXY FOODS, INC.

STATEMENT OF INCOME AND RETAINED EARNINGS FOR THE NINE MONTHS ENDED MAY 31, 1973

INCOME	- SALE OF DISTRIBUTORSHIPS - NOTE	4	\$1,378,497	
	COMMISSION TYPENSE		817,610	\$560,88/
7 . 34.	- SMLES FOOD		160,814	
LESS:	COST OF GOODS PURCHASES INVENTORY - MAY 31, 1973	\$201,630 54,910	146,720	14,004
TOTAL O	COSS PROFIT			574,931
EXPE. S.	RENT PAYROLL PAYROLL & OTHER TAXES SALES & ADMINISTRATIVE EXPENSES		70,396 185,593 27,916 269,607	553,512 21,469
	BEFORE TAXES ON INCOME			۷,0,
INCOME	TAXES - NOTE 3			
NET IN	COME FOR THE NINE MONTHS ENDED MAY	(31, 1973		15,48
RETAIN	ED EARNINGS SEPTEMBER 1, 1972			160,23.
	NED EARNINGS MAY 31, 1973			\$175,700

GALAXY FOODS, INC.

NOTES TO FINANCIAL STATEMENTS

MAY 31, 1973

- rised assets have for been put into full use, except for a short six (6) month period, during which time the company operated its pilot program. The Company intends to begin full operations within the near future and will begin depraciating its assets when they are completely installed and fully operational (Note 3).
- Note 2 The Company considers itself to be in a start-up situation and therefore has elected to defer certain costs incurred daying the operation of its pilot program until it begins operations.
- Note 3 The Company has deferred all income and expenses for tax purposes until such time as it begins full scale operations. Therefore, taxes on income have been deferred without any provision for investment credits. (Note 1).
- Note 4 The Company is contingently liable for the following liability as quoted from its distributors business manual:

"CALAXY shall do all in its power to commence retail operations. Should the 'Operating Retail Territory' (conlisting of from 8,000 to 12,000 customers) not have begun operations by June 30, 1973, CALAXY agrees to:

- A. If feasible, continue in the effort to establish the first retail operation.
- B. Give the option to those individuals who wish to sell their distributorships back to GALAXY, at an amount equal to the original purchase price less commissions paid against it, less ten (10%) percent for handling costs and interim operating expenses. Those individuals wishing to sell must notify the Company, in writing, after the above-mentioned date. The Company shall complete the re-purchase within sixty (60) days after receiving such notification."

o do: the Company has sold approximately 750 distributorships in the State of New York. There is a ceiling of 1,079 distributorships available for sale in New York State.

the Company has no way of knowing how many distributors will mail themselves of the above regulation.

AGREEMENT made this 24 day of Aug, 197 by and between Rafael Avni, residing at 23 Tehama Street, Brooklyn, New York, (hereinafter known as Avni), and Arthur Lieberman, residing at 2020 Avenue O, Brooklyn, New York, (hereinafter known as Lieberman), and Kenneth T. Rosenthal, residing at 2020 Avenue O, Brooklyn, New York, (hereinafter known as Rosenthal).

WITNESSETH:

WHEREAS, the parties hereto desire to enter into a business enterprise together for the primary purpose of selling all those items sold at food supermarkets to the public by way of an at home purchasing service, and

WHEREAS, the parties hereto desire to form a corporation for the furtherance of the above purpose (hereinafter called the "Corporation"), and become the sole stockholders therein, and

WHEREAS, the parties hereto are desirous of determining and establishing all of their rights with respect to the corporation,

NOW, THEREFORE, in consideration of One (\$1.00) Dollar cach to the other in hand paid, the receipt of which is hereby acknowledged and other good and valuable consideration, and in consideration of the mutual covenants and restrictions herein—utter set forth, the parties hereto agree as follows:

1. The said parties agree that they shall take all necessary steps in order to form the corporation.

- 2. The corporation shall be authorized to issue two hundred (200) shares of capital stock of one class without par value and non-assessable and each share shall entitle the holder thereof to vote with regard to any matter requiring a vote of shareholders.
- 3. The parties shall be the sole owners and holders of record of all the outstanding capital stock of the corporation.
- 4. The number of shares held by each of the parties shall be as follows:

Name	Number	of	Shares	Consideration paid therefor
Avni		33	a water constitution in the	\$33.00
Lieberman		33		\$33.00
Rosenthal		34		\$34.00

- 5. Each of the parties agrees that they shall devote their best efforts towards the success of the business of the corporation, provided, however, that each party may engage in other business enterprises independent from the business of the corporation.
- 6. Each of the parties agrees to elect each other to the Board of Directors of the corporation. At no time shall the number of Directors exceed three members. Two (2) Directors shall constitute a quorum. All action by the Board of Directors shall require the unanimous vote of the quorum.

7. Each of the parties agrees to elect each other to the following offices:

Name Title
Rosenthal President
Avni Vice President
Lieberman Secretary-Treasurer

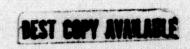
- 8. The Officers of the corporation shall serve without salary until such time as the Board of Directors shall by
 a vote in accordance with Section 6 hereof, designate the
 amount of salary that shall be paid to each of such Officers
 and thereafter and from time to time the salaries of each of the
 Officers may, without limitation, be increased, decreased or
 terminated, by vote of the Board of Directors.
- 9. The Officers shall at all times maintain checking accounts for the corporation requiring the signatures of not less than two (2) Officers.
- 10. The Certificates of Stock issued by the Corporation and any additional Certificates of Stock if authorized or issued in the future shall bear the legend "Subject to the covenants, restrictions and modifications contained in Agreement dated the day of 1971."
- 11. That the parties hereto agree that none of them will sell, transfer or assign his shares of stock during the term of this Agreement unless the selling stockholder shall give SIXTY (60) days written notice by registered mail addressed to the remaining stockholders or to the address of the corporation of such intention to sell to some third party and

such notice shall contain the price and terms at which the selling stockholder proposes to sell his shares of stock to some third party. The remaining stockholders shall thereupon have the absolute right during said period of SIXTY (60) days to purchase said stock at the price and terms contained in said offer. Intention to purchase must be made in writing within the SIXTY (60) days. If more than one remaining stockholder a sires to purchase stock, then remaining stockholders shall be permitted to purchase in proportion to their existing holdings. In the event of a dispute regarding the selling price, then book value as listed on the last annual financial statement shall govern. In the event no remaining stockholder desires to purchase during said SIXTY (60) days, then the selling stockholder may sell to my third party. However, such third party shall not become a party to this Agreement and shall not be entitled to representation on the Board of Directors. The sale of stock by any shareholder shall automatically be deemed a resignation by his representative on the Board of Directors resigning from said Board of Directors.

12. In the event of death of a stockholder, the remaining stockholders shall have the absolute option to be exercised at any time to purchase the interests of the heirs in this corporation of the deceased stockholder in proportion to the existing interest of the surviving stockholders. The purchase price under these circumstances shall be the book

value of the fixed assets as determined by generally accepted accounting principals on the date of the death of the deceased stockholder.

- 13. That the capital stock of the corporation will not be increased or decreased without the unanimous consent of the stockholders and all new stock will be offered ratably to the stockholders.
- 14. No contract or other transaction between the corporation and any other corporation shall be affected or invalidated by the fact that any one or more of the Directors or the corporation is or are interested in, or is a director or officer, or are directors or officers of such other corporation, and any director or directors, individually or jointly may be a party or parties to or may be interested in any contract or transaction of this corporation or in which this corporation is interested; and no contract, act or transaction of this corporation with any person or persons, firm or association, shall be affected or invalidated by the fact that any director or directors of this corporation is a party, or are parties to, or interested in, such contract, act or transaction, or in any way connected with such person or persons, firm or association and each and every person who may become a director of this corporation is hereby relieved from any liability that might otherwise exist from contracting with the corporation for the benefit of himself or any firm or corporation in which he may be in any wise interested.



15. Any person made a party to any civil or criminal action, suit or proceeding by reason of the fact that he, his testator or intestate, is or was a director, officer or employee of this corporation or of any corporation which he served as such at the request of this corporation, shall be indemnified by the corporation against the reasonable expenses, including, without limitation, attorneys' fees and amounts paid in satisfaction of judgment or in settlement, other than amounts paid to the corporation by his, actually and necessarily incurred by or imposed upon him in connection with, or resulting from the defease of such civil or criminal action, suit or proceeding, or in connection with or resulting from any appeal therein, except in relation to matters as to which it shall be adjudged in such civil or criminal action, suit or proceeding, or in connection with or resulting from any appeal therein, except in relation to matters as to which it shall be adjudged in such civil or criminal action, suit or proceeding that such officer, director or employee is liable for negligence or misconduct in the performance of his duties. In the case of a criminal action, suit or proceeding a conviction (which based on a plea of quilty or nolo contendere or its equivalent, or after trial) shall not of itself be deemed an adjudication that such officer, director or employee is liable for negligence or misconduct in the performance of his duties to the corporation. Any amount payable pursuant to this article may be determined and paid, at

the option of the person to be indemnified, pursuant to procedure set forth from time to time in the by-laws or by any of the following procedures:

- a. Order of the court having jurisdiction of any such civil or criminal action, suit or proceeding.
- b. Resolution adopted by a majority of a quorum of the Board of Directors of the corporation without counting in such majority of quorum any interested directors.
- c. Resolution adopted by the holders of record of a majority of the outstanding shares of capital stock of the corporation having voting power, or
- d. Order of any court having jurisdiction over the corporation.

Such right of indemnification shall not be exclusive of any other right which such officers, directors and
employees of the corporation, and the other persons above
mentioned, may have or hereafter acquire and, without limiting
the generality of such statement, they shall be entitled to
their respective rights of indemnification under any by-laws
agreement, vote of stockholders, provisions of law or otherwise, as well as their rights under this article.

16. The parties hereto agree that they will not do anything to impair, impede, or any way will do anything to interfere with the negotiability of the stock certificates except as herein set forth and specifically without limitation,

the parties will not pledge, assign as a security or encumber said stock; inasmuch as the stock certificates shall bear on the face the legend hereinbefore set forth, this provision gives special caveat to any third party or parties whether they be prospective purchaser, prospective creditor of either stockholder or otherwise.

- 17. The corporation may at any time be dissolved by a unanimous vote of a quorum of two shareholders. In the event of such dissolution the value of any and all assets of the corporation shall be determined by an independent certified public accountant using generally accepted accounting procedures. The shareholders shall designate such accountant. In the event the shareholders shall be unable to agree upon the use of one particular accountant, then the parties agree that such accountant shall be chosen by the American Arbitration Association in New York, New York. Each shareholder shall share equally in the payment of the fee charged by any such accountant and for any fees charged by the American Arbitration Association. Upon the determination of the assets of the corporation as above provided, such assets shall within sixty (60) days thereafter be distributed among the shareholders in proportion to the number of shares held by each of them.
- 18. This Agreement shall inure to the benefit of the parties hereto, their heirs, assigns and successors forever.

19. This Agreement constitutes the entire agreement between the parties and may not be modified, changed or altered except by a written agreement duly executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

A sol Auni

Arthur Lieberman (L.S.)

Renneth T. Rosenthal

BEST COPY AVAILABLE